

**County of Jackson**  
**120 W. Michigan Ave.**  
**Jackson, MI 49201**  
**(517) 788-4335**

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### **BOARD OF COMMISSIONERS**

**Clifford E. Herl, District 1**  
**David F. Lutchka, District 2**  
**Todd N. Brittain, District 3**  
**Philip S. Duckham III, District 4**  
**Earl J. Poleski, District 5**  
**James C. Videto, District 6**  
**James E. Shotwell, Jr., District 7**  
**Gail W. Mahoney, District 8**  
**Mike Brown, District 9**  
**Patricia A. Smith, District 10**  
**Michael J. Way, District 11**  
**David K. Elwell, District 12**

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### **ELECTED OFFICIALS**

**Amanda Riska, Clerk**  
**Dan Heyns, Sheriff**  
**Mindy Reilly, Register of Deeds**  
**Janet Rochefort, Treasurer**  
**Geoffrey Snyder, Drain Commissioner**  
**Hank Zavislak, Prosecuting Attorney**

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### **COUNTY STAFF**

**Randy Treacher, Acting Administrator/Controller,**  
**Human Resources Director**  
**Charles Adkins, Circuit Court Administrator**  
**Andy Crisenbery, Friend of the Court**  
**Gerard Cyrocki, Finance Officer**  
**Mike Dillon, District Court Administrator**  
**Connie Frey, IT Director**  
**Sally Griffis, Fair Manager**  
**Jim Guerriero, Parks Director**  
**Teresa Hawkins, Youth Center Director**  
**Juli Ann Kolbe, Equalization Director**  
**Kim Luce, Animal Control Director**  
**Dr. John Maino, Medical Director**  
**Kent Maurer, Airport Manager**  
**Jan Seitz, MSU Ext.-Jackson County Director**  
**Kristy Smith, Department on Aging Director**  
**Dave Welihan, Veterans Affairs Officer**  
**Ted Westmeier, Health Officer**

## **County Commission Agenda** **October 16, 2007**

### **Order of Business:**

1. Call to Order
2. Invocation
3. Pledge of Allegiance
4. Roll Call
5. Approval of Agenda
6. Awards and Recognitions
7. Communications and Petitions
8. Special Orders/Public Hearing(s)
9. Public Comment
10. Special Meetings of Standing Committees
11. Minutes
12. Consent Agenda
13. Standing Committees
  - A. County Affairs
  - B. County Agencies
  - C. Human Services
  - D. Personnel & Finance
14. Unfinished Business
15. New Business
16. Public Comment
17. Commissioner Comment
18. Closed Session
19. Adjournment

### **Public Comment**

Any person desiring to speak on a matter to the Board of Commissioners may do so under the Public Comment items near the beginning and end of the meeting. Please state your name and use the microphone. Please note that the Commission allocates a maximum of five minutes per individual at the beginning of the meeting and three minutes per individual at the end of the meeting for this purpose.

### **Consent Agenda**

Items on the Consent Agenda are items generally routine in nature that have passed a Standing Committee and will be enacted by one motion and one vote. There will be no separate discussion on these items. Any Commissioner may remove an item from the Consent Agenda and it will be considered by separate motion at the proper place during the meeting.

### **Standing Committees**

The Board of Commissioners operates under a Standing Committee system with the following Committees: County Affairs, County Agencies, Human Services, Personnel & Finance. All departments of the County coordinate their business through one of the Standing Committees. The Committees then forward their recommendations to the Board of Commissioners.

### **Closed Session**

The Board of Commissioners is permitted under the Open Meetings Act to go into Closed Session to discuss labor contracts, purchase of property, and certain employee matters if requested by the employee. A two-thirds vote of the Commission is required to go into Closed Session.

**"Your interest in your County Government is appreciated"**

**AGENDA**  
**JACKSON COUNTY BOARD OF COMMISSIONERS ANNUAL BOARD MEETING**  
**October 16, 2007**  
**7:00 p.m.**  
**County Commission Chambers**

***Mission Statement:** Jackson County Government, in cooperation with the community  
and local governmental units, strives through a planned process  
to deliver quality services that address public needs.*

1. **CALL TO ORDER** – *Chairman Steve Shotwell*
2. **INVOCATION** – *Commissioner Clifford E. Herl*
3. A. **PLEDGE OF ALLEGIANCE** – *Chairman Steve Shotwell*  
B. **MOMENT OF SILENCE** – In memory of retired Commissioners Don Parrott and Bob Cowing, who passed away recently
4. **ROLL CALL** – *County Clerk Amanda Riska*
5. **APPROVAL OF AGENDA**
6. **AWARDS & RECOGNITIONS** – None.
7. **COMMUNICATIONS/PETITIONS** – None.
8. **SPECIAL ORDERS/PUBLIC HEARINGS**  
7:20 p.m. A. Public Hearing regarding Jackson County's application to the Michigan State Housing Development Authority (MSHDA) for \$300,000 of Community Development Block Grant (CDBG) funds for single-family housing rehabilitation loans for eligible households
9. **PUBLIC COMMENTS**
10. **SPECIAL MEETINGS OF STANDING COMMITTEES**  
A. **County Affairs**
  1. MDOT Sponsor Contract – Purchase of Wetland Credits Runway Safety Project Area  
  
Attachments:  
\*Memorandum from Airport Manager dated 10/9/07  
\*Memorandum from Airport Manager dated 10/9/07 with contract
  2. Resolution (10-07.41) Authorizing the County Board of Commissioners Chair, James E. Shotwell, Jr., to sign MDOT Contract #2008-0022 (Federal Project #B-26-006-0606) for Purchase of Wetland Mitigation Bank Credits for Runway 7-25 Safety Area Project  
  
Attachments:  
\*Resolution (10-07.41)

11. **MINUTES**

- A. Minutes of the 9/18/07 Regular Meeting of the Jackson County Board of Commissioners

Attachments:

\*9/18/07 Regular Meeting minutes

12. **CONSENT AGENDA (Roll Call)**

A. **County Affairs**

1. Grant with MDOT for Property Acquisition Services – Tylutki Parcel #86 – Contract Number 2007-0791-Federal Project No. B-26-0051-1905

Attachments:

\*Memorandum from Airport Manager dated 9/27/07 with attachments

2. Mead & Hunt Contract for Land Acquisition Services – Tylutki Parcel #86

Attachments:

\*Memorandum from Airport Manager dated 9/27/07 with attachments

3. Resolution (10-07.37) Authorizing the County Board of Commissioners Chair, James E. Shotwell, Jr., to Sign MDOT Contract #2007-0791 (FEDERAL PROJECT #B-26-0051-1905), For Property Acquisition Services for the Tylutki Parcel #86

Attachments:

\*Resolution (10-07.37)

4. Quit Claim Deed and Agreement with Summit Township for a Land Transfer and Maintenance Agreement for creation of a trail head for the Falling Waters Trail located on Weatherwax Road

Attachments:

\*Memorandum from Parks Director dated 9/28/07

5. Parks Recommendation to allow Cascades Golf Course to be a Target Site for the City of Jackson/Summit Township Deer Harvest, contingent on there being no cost to the Parks Department

Attachments:

\*Memorandum from Parks Director dated 9/28/07

6. Suspension of Certain Parts of County Parks Ordinance #7 to Allow the Use of Weapons for a Controlled Deer Harvest

Attachments:

\*Memorandum from Parks Director dated 9/28/07 and attachment

7. Apportionment Report

Attachments:

\*Apportionment Report

8. Resolution (10-07.40) to Authorize Issuance of Bond Anticipation Notes for Jackson County Wastewater Disposal Facility (Rives Township Section)

Attachments:

\*Letter regarding Bond Notes

\*Sewer Project Timetable

\*Resolution (10-07.40)

#### **B. County Agencies**

9. Comprehensive Community Corrections Plan and Application, Fiscal Year 2008

Attachments:

\*Community Corrections Plan Summary

10. Request to Establish a Public Hearing (November 20, 2007 at 7:30 p.m.) for Consideration of a Brownfield Redevelopment Plan for Northwest Refuse, Inc. in Blackman Charter Township

Attachments:

\*Letter from BRA Staff dated 9-28-07

11. Request to Establish a Public Hearing (November 20, 2007 at 7:35 p.m.) Regarding the Applications for U.S. EPA Environmental Assessment Grant for the Brownfield Redevelopment Authority of Jackson County

Attachments:

\*Letter from BRA Staff dated 9-28-07

#### **C. Human Services**

12. CDBG Grant Application with CAA as Third Party Administrator

Attachments:

\*Letter from CAA Energy and Housing Director dated 9/27/07 with attachments

\*CDBG Public Hearing Notice



13. Resolution (10-07.39) Authorizing Application for 2008-2009 Michigan CDBG Homeowner Rehab Grant Renewal and Designating the Community Action Agency as Administrator for the Grant

Attachments:

\*Resolution (10-07.39)

14. Resolution (10-07.38) PIP Plus Participation

Attachments:

\*Letter from CAA Energy and Housing Director dated 9/27/07

\*Resolution (10-07.38)

15. Lead Hazard Control Grant Participation by the Jackson County Health Department with the City of Jackson

Attachments:

\*Memo of Understanding with attachments

**D. Personnel & Finance**

16. Addition of One Recovery Court Coordinator Position

Attachments:

\*Memorandum from Circuit Court Administrator dated 9/28/07

\*Recovery Court Byrne Grant Summary

17. Revised Union Employee Handbook of Personnel Policies and Procedures

Attachments:

\*Revised Union Employee Handbook of Personnel Policies and Procedures

18. Resolution (10-07.36) Adopting Amendment No. 5 to the County of Jackson Amended and Restated Section 125 Cafeteria Plan

Attachments:

\*Cafeteria Plan Amendment No. 5

\*Resolution (10-07.36)

19. Budget Adjustments

a. Parks:

- Vineyard Lake

- Carryovers

b. Circuit Court

c. Register of Deeds

d. Gun Grant

e. Restoration of R2PC Budget

Attachments:

- \*Parks Budget Adjustments
- \*Memorandum from Circuit Court Administrator
- \*Memorandum from Register of Deeds
- \*Memorandum from Marge Teske
- \*Memorandum from R2PC Executive Director dated 8/22/07

E. **Claims** – 8/1/07-8/31/07 and 9/1/07-9/30/07

13. **STANDING COMMITTEES**

A. **County Affairs – *Commissioner Dave Lutchka***

1. Appointment to the Department of Human Services, one public member, term to 10/2010
2. Appointments to the Agricultural Preservation Board
  - a. One public member with agricultural interest, term to 6/2009
  - b. One public member with agricultural interest, term to 6/2010
3. Appointments to the Board of County Canvassers
  - a. One public member (Democrat), term to 10/2011
  - b. One public member (Republican), term to 10/2011
4. Appointment to the Land Bank Authority, one Commissioner member, term to 10/2011

Attachments:

- \*October 2007 Commissioner Board Appointments

5. MDOT Sponsor Contract – Purchase of Wetland Credits Runway Safety Project Area

Attachments:

- \*Memorandum from Airport Manager dated 10/9/07
- \*Memorandum from Airport Manager dated 10/9/07 with contract

6. Resolution (10-07.41) Authorizing the County Board of Commissioners Chair, James E. Shotwell, Jr., to sign MDOT Contract #2008-0022 (Federal Project #B-26-006-0606) for Purchase of Wetland Mitigation Bank Credits for Runway 7-25 Safety Area Project

Attachments:

- \*Resolution (10-07.41)

7. Recommendation that a trial be started against Road Commissioner Elwin Johnson

Attachments: None.

Administrator/Controller Comment:

The recommendation as passed by County Affairs does not follow state statute. The appropriate action by the Board of Commissioners would be to instruct the Administrator/Controller and Counsel to proffer charges after an investigation has been conducted.

B. **County Agencies – Commissioner Gail W. Mahoney**

None.

C. **Human Services – Commissioner Mike Way**

None.

D. **Personnel and Finance – Commissioner James Videto**

None.

14. **UNFINISHED BUSINESS – None.**

15. **NEW BUSINESS**

- A. Administrative Policy No. 5280 – Sponsorship of County Buildings and Grounds

Attachments:

\*Administrative Policy No. 5280

16. **PUBLIC COMMENTS**

17. **COMMISSIONER COMMENTS**

18. **CLOSED SESSION – None.**

19. **ADJOURNMENT**

### Notice of Public Hearing

The County of Jackson will hold a public hearing at 7:20 p.m., Tuesday, October 16, 2007 in the Jackson County Commission Chambers, 120 W. Michigan Avenue, Jackson, MI 49201.

The purpose of the hearing is to receive public comment regarding Jackson County's application to the Michigan State Housing Development Authority (MSHDA) for \$300,000 of Community Development Block Grant funds for single-family housing rehabilitation loans for eligible households. To be eligible for the loans, homeowner applicants must have a household income no greater than 80% of the Jackson County Area Medium Income (AMI) and must live in Jackson County, outside of the Jackson City limits.

Jackson County may submit its application to MSHDA for the grant between October 1, 2007 and January 31, 2008, but MSDHA encourages early application.

Written comments should be addressed to: Jackson County Administrator, 120 W. Michigan Avenue, Jackson, MI 49201.

October 9, 2007

TO: Randy Treacher, County Administrator - Controller  
Jackson County Airport Board Members

FROM: Kent Maurer, Airport Manager

RE: MDOT Sponsor Contract – Purchase of Wetland Credits  
Runway Safety Area Project

I am submitting this MDOT Sponsor Contract and draft resolution to be added to the October Board of Commissioner's meeting. This very late addition to the BOC agenda is necessary for of the following reasons:

- 1) The sponsor contract was received on October 8, 2007, after the County Affair deadline for submission;
- 2) The contract needs to be expedited to meet State of Michigan timetables for processing;
- 3) The contract will fund the purchase of wetland credits for Runway 7-25.



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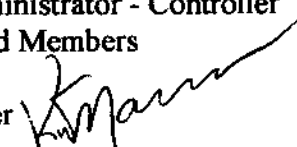
## Jackson County Airport

3606 Wildwood Avenue  
(517) 788-4225

Jackson, Michigan 49202  
FAX (517) 788-4682

October 9, 2007

TO: Randy Treacher, County Administrator - Controller  
Jackson County Airport Board Members

FROM: Kent Maurer, Airport Manager 

RE: MDOT Sponsor Contract – Purchase of Wetland Credits  
Runway Safety Area Project

I am submitting this MDOT Sponsor Contract and draft resolution to be added to the October Board of Commissioner's meeting. This very late addition to the BOC agenda is necessary for of the following reasons:

- 1) The sponsor contract was received on October 8, 2007, after the County Affair deadline for submission;
- 2) The contract needs to be expedited to meet State of Michigan timetables for processing;
- 3) The contract will fund the purchase of wetland credits for Runway 7-25.

**RESOLUTION (        )**  
**AUTHORIZING THE COUNTY BOARD OF COMMISSIONERS**  
**CHAIR, James E. Shotwell Jr. TO SIGN MDOT CONTRACT**  
**#2008-0022 (FEDERAL PROJECT #B-26-000-0606),**  
**For Purchase of Wetland Mitigation Bank Credits**  
**For Runway 7-25 Safety Area Project**

**WHEREAS**, The FAA has indicated that Runways at the Jackson County Airport do not have required "safety areas" at their respective ends and approaches; and

**WHEREAS**, Because of the Runway Safety Project a new Runway 7-25 will be constructed and certain wetlands will be impacted;

**WHEREAS**, Completion of the Runway 7-25 Runway Safety Project will require mitigation of these impacted wetlands;

**WHEREAS**, These projects are necessary and in the public interest; and

**WHEREAS**, Grant funds in the amount of \$97,250 were allocated by the Michigan Bureau of Aeronautics and Freight Services with an allocation of \$77,800 Federal; \$17,018 State and \$2,432 Local match amounts and were deemed necessary and in the public interest; and,

**WHEREAS**, The Jackson County Board of Commissioners has legal authority to approve this grant and sponsor contract; and

**WHEREAS**, James E. Shotwell, Jr., is the Chairman of the Jackson County Board of Commissioners and has authority to sign such grant and contract; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Jackson County Board of Commissioners approves of the referenced grant and contract authorizes James E. Shotwell Jr. to sign on behalf of the Jackson County Board of Commissioners.

\_\_\_\_\_  
James E. Shotwell, Jr., Chairman  
October 16, 2007

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STATE OF MICHIGAN        )  
  ) ss.  
COUNTY OF JACKSON        )

I, Amanda Riska, the duly qualified and acting Clerk of the County of Jackson, Michigan, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the County Board of Commissioners of the County of Jackson, State of Michigan, at a regular meeting held on October 16, 2007 at which meeting a quorum was present and remained throughout and that an original thereof is on file in the records of the County. I further certify that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act No. 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

\_\_\_\_\_  
Amanda Riska, County Clerk

Date: \_\_\_\_\_



JENNIFER M. GRANHOLM  
GOVERNOR

STATE OF MICHIGAN  
DEPARTMENT OF TRANSPORTATION  
LANSING

KIRK T. STEUDLE  
DIRECTOR

October 5, 2007

Kent Maurer, Airport Manager  
Jackson County-Reynolds Field  
3606 Wildwood Avenue  
Jackson, Michigan 49202

Dear Mr. Maurer:

SUBJECT: Jackson County-Reynolds Field  
Jackson, Michigan  
Fed. Proj. No. B-26-0000-0606  
MDOT Contract No. 2008-0022

Enclosed are the original and one copy of the above-described contract between your organization and the Michigan Department of Transportation. Please take time to read and understand this contract (**noting the special conditions in Appendix F**). If this contract meets with your approval, please complete the following checklist:

- \_\_\_\_\_ **PLEASE DO NOT DATE THE CONTRACTS.** MDOT will date the contracts when they are executed. (A contract is **not** executed unless both parties have signed it.)
- \_\_\_\_\_ Secure the necessary signatures on **both** contracts.
- \_\_\_\_\_ **Include a certified resolution/authorization that specifically names the official(s) authorized to sign the contract.** One must be submitted for **each** contract even though you may have submitted one to us in the past.
- \_\_\_\_\_ If applicable, please provide any credit documentation to the project manager as soon as possible.
- \_\_\_\_\_ Return **both** copies of the contract to my attention at the address below for execution by MDOT. In order to meet the scheduled project start date and/or timely processing of project costs, **please return the contract by November 7, 2007.** One fully executed contract will be forwarded to you.

If you have any questions, please call me at 517-335-9960.

Sincerely,

Susan Panetta, Contract Administrator  
Bureau of Aeronautics and Freight Services

Enclosures

cc: Molly Lamroux  
File  
DAB 11-6-07



**MICHIGAN DEPARTMENT OF TRANSPORTATION**  
**JACKSON COUNTY BOARD OF COMMISSIONERS**  
**CONTRACT FOR A FEDERAL/STATE/LOCAL**  
**AIRPORT PROJECT**  
**UNDER THE BLOCK GRANT PROGRAM**

This Contract is made and entered into this date of \_\_\_\_\_ by and between the Michigan Department of Transportation, hereinafter referred to as the "DEPARTMENT," and Jackson County Board of Commissioners, hereinafter referred to as the "SPONSOR," for the purpose of fixing the rights and obligations of the parties in agreeing to the following undertaking at the Jackson County-Reynolds Field, whose associated city is Jackson, Michigan, such undertaking hereinafter referred to as the "PROJECT," estimated in detail in Exhibit 1, dated September 27, 2007, attached hereto and made a part hereof.

**PROJECT DESCRIPTION: PURCHASE OF WETLAND MITIGATION BANK CREDITS, AS FURTHER DEFINED IN CONTRACT NO. FM 38-01-ENV.**

WITNESSETH:

WHEREAS, the PROJECT is eligible for federal funding pursuant to the Airport and Airway Improvement Act of 1982, as amended, and/or the Aviation Safety and Noise Abatement Act of 1979; and

WHEREAS, the DEPARTMENT has received a block grant from the Federal Aviation Administration (FAA) for airport development projects; and

WHEREAS, the DEPARTMENT is responsible for the allocation and management of block grant funds pursuant to the above noted act;

NOW, THEREFORE, the parties agree:

1. The term "PROJECT COST," as herein used, is defined in Attachment(s) 2, attached hereto and made a part hereof. The PROJECT COST will also include administrative costs incurred by the DEPARTMENT in connection with the PROJECT. Administrative costs incurred by the SPONSOR are not eligible PROJECT COSTS.

THE SPONSOR WILL:

2. Enter into a contract with a consultant for each element of the PROJECT that requires expertise. The consultant will be selected in conformity with FAA Advisory Circular 150/5100-14. The DEPARTMENT will select the consultant for each element of the PROJECT involving preparation of environmental documentation. The SPONSOR will select the consultant for all other aspects of the PROJECT. All consultant contracts will be submitted to the DEPARTMENT for review and approval. Any such approvals will not be construed as a warranty of the consultant's qualifications, professional standing, ability to perform the work being subcontracted, or financial integrity. The SPONSOR will neither award a consultant contract nor authorize the consultant to proceed prior to receiving written approval of the contract from the DEPARTMENT. Any change to the consultant contract will require prior written approval from the DEPARTMENT. In the event that the consultant contract is terminated, the SPONSOR will give immediate written notice to the DEPARTMENT.
3. Make payment to the DEPARTMENT for the SPONSOR's share of the PROJECT COSTS within thirty (30) days of the billing date. The DEPARTMENT will not make payments for any PROJECT work prior to receipt of payment from the SPONSOR for the SPONSOR's share of that item of the PROJECT work.

Eligible PROJECT COSTS that are paid by the SPONSOR may be submitted for credit toward the SPONSOR's share of the PROJECT COST provided that they are submitted within one hundred eighty (180) days of the date the costs were incurred or within one hundred eighty (180) days of the date of award of this Contract by the parties, whichever is later. Documentation of the PROJECT COST will include copies of the invoices on which the SPONSOR will write the amounts paid, the check numbers, the voucher numbers, and the dates of the checks. Each invoice will be signed by an official of the SPONSOR as proof of payment. The amount of the SPONSOR billing will be reduced by the amount of the eligible credit, based on documentation submitted, provided it is submitted prior to the date of the billing. Should it be determined that the SPONSOR has been given credit for payment of ineligible items of work, the SPONSOR will be billed an amount to insure that the SPONSOR share of PROJECT COSTS is covered.

The SPONSOR pledges sufficient funds to meet its obligations under this Contract.

4. With regard to audits and record-keeping,
  - a. The SPONSOR will establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this Contract, said records to be hereinafter

referred to as the "RECORDS." Separate accounts will be established and maintained for all costs incurred under this Contract.

- b. Audit and Inspection. The SPONSOR will comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 U.S.C. 7501-7507) the OMB Circular A-133, as revised or amended, and the provisions of 1951 PA 51; MCL 247.660h; MSA 9.1097(10i), as applicable, that is in effect at the time of Contract award with regard to audits.

- i. Agencies expending a total of Five Hundred Thousand Dollars (\$500,000.00) or more in federal funds from one or more funding sources in their fiscal year will comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The SPONSOR will submit two (2) copies of:

- The Reporting Package
- The Data Collection Package
- The management letter to the SPONSOR, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

- ii. Agencies expending less than Five Hundred Thousand Dollars (\$500,000.00) in federal funds must submit a letter to the DEPARTMENT advising that a circular audit was not required. The letter will indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the DEPARTMENT federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

- iii. Address: Michigan Department of Transportation  
Multi-Modal Transportation Services Bureau (Aeronautics)  
2700 East Airport Service Drive  
Capital City Airport  
Lansing, MI 48906-2060

- iv. Agencies must also comply with applicable state laws and regulations relative to audit requirements.
- v. Agencies will not charge audit costs to the DEPARTMENT's federal programs that are not in accordance with the aforementioned OMB Circular A-133 requirements.

- vi. All agencies are subject to the federally-required monitoring activities, which may include limited scope reviews and other on-site monitoring.
  - vii. The federal award associated with this Contract is CFDA Airport Improvement Program number 20.106, Federal Project Number B-26-0000-0606, award year 2006, Federal Aviation Administration, Department of Transportation.
- c. The SPONSOR will maintain the RECORDS for at least six (6) years from the date of final payment made by the DEPARTMENT under this Contract. In the event of a dispute with regard to allowable expenses or any other issue under this Contract, the SPONSOR will thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.
  - d. The DEPARTMENT or its representative may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.
  - e. If any part of the work is subcontracted, the SPONSOR will assure compliance with subsections (a), (b), (c), and (d) above for all subcontracted work.
5. Provide and will require its subcontractors to provide access by the DEPARTMENT or its representatives to all technical data, accounting records, reports, and documents pertaining to this Contract. Copies of technical data, reports, and other documents will be provided by the SPONSOR or its subcontractors to the DEPARTMENT upon request. The SPONSOR agrees to permit representatives of the DEPARTMENT to inspect the progress of all PROJECT work at any reasonable time. Such inspections are for the exclusive use of the DEPARTMENT and are not intended to relieve or negate any of the SPONSOR's obligations and duties contained in this Contract. All technical data, reports, and documents will be maintained for a period of six (6) years from the date of final payment.
  6. The SPONSOR agrees to require all prime contractors to pay each subcontractor for the satisfactory completion of work associated with the subcontract no later than ten (10) calendar days from the receipt of each payment the prime contractor receives from the DEPARTMENT or SPONSOR. The prime contractor also is required to return retainage payments to each subcontractor within ten (10) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from these time frames may occur only upon receipt of written approval from the DEPARTMENT. These requirements are also applicable to all sub-tier subcontractors and will be made a part of all subcontract agreements.

This prompt payment provision is a requirement of 49 CFR, Part 26, as amended, and does not confer third-party beneficiary right or other direct right to a subcontractor against the DEPARTMENT. This provision applies to both Disadvantaged Business Enterprise (DBE) and non-DBE subcontractors.

The SPONSOR further agrees that it will comply with 49 CFR, Part 26, as amended, and will report any and all DBE subcontractor payments to the DEPARTMENT semi-annually in the format set forth in Appendix G, dated June 1, 2001, attached hereto and made a part hereof, or any other format acceptable to the DEPARTMENT.

7. In the performance of the PROJECT herein enumerated, by itself, by a subcontractor, or by anyone acting on its behalf, comply with any and all state, federal, and local applicable statutes, ordinances, and regulations. The SPONSOR further agrees to obtain all permits that are applicable to the entry into and the performance of this Contract.

The SPONSOR agrees to comply with the Special Conditions set forth in Appendix F, attached hereto and made a part hereof.

In addition, the SPONSOR agrees to accomplish the project in compliance with the FAA "Terms and Conditions of Accepting Airport Improvement Program Grants" signed on October 19, 2006.

THE DEPARTMENT WILL:

8. Bill the SPONSOR for the SPONSOR's share of the estimated PROJECT COST. The DEPARTMENT will bill the SPONSOR for the SPONSOR's share of additional estimated PROJECT COSTS for changes approved in accordance with Section 14 at the time of award of the amendment for approved work.
9. Upon receipt of payment request approved by the SPONSOR, make payment for eligible PROJECT COSTS. The DEPARTMENT will seek reimbursement from the FAA through the block grant issued to the DEPARTMENT for funds expended on eligible PROJECT COSTS.

The DEPARTMENT will not make payments for any PROJECT work prior to receipt of payment from the SPONSOR for the SPONSOR's share of that item of PROJECT work.

10. Make final accounting to the SPONSOR upon completion of the PROJECT, payment of all PROJECT COSTS, and completion of necessary audits. Any excesses or deficiencies will be returned or billed to the SPONSOR.

IT IS FURTHER AGREED:

11. The PROJECT COST participation is estimated to be as shown below and as in the attached Exhibit 1. Exhibit 1 is to be considered an estimate. The actual DEPARTMENT, FAA, and SPONSOR shares of the PROJECT COST will be determined at the time of financial closure of the FAA grant.

Federal Share .....	\$77,800.00
Maximum DEPARTMENT Share .....	\$17,018.00
SPONSOR Share .....	<u>\$2,432.00</u>
<i>Estimated</i> PROJECT COST .....	\$97,250.00

12. The PROJECT COST will be met in part with federal funds granted to the DEPARTMENT by the FAA through the block grant program and in part with DEPARTMENT funds. Upon final settlement of cost, the federal funds will be applied to the federally-funded parts of this Contract at a rate not to exceed ninety-five percent (95%) up to and not to exceed the maximum federal obligations shown in Section 11 or as revised in a budget letter, as set forth in Section 14. Those parts beyond the federal funding maximum may be eligible for state funds at a rate not to exceed ninety percent (90%) up to and not to exceed the maximum DEPARTMENT obligation shown in Section 11.

For portions of the PROJECT where only DEPARTMENT and SPONSOR funds will be applied to the final settlement, DEPARTMENT funds will be at a rate not to exceed ninety percent (90%), and the total DEPARTMENT funds applied toward the PROJECT COST may be up to but will not exceed the maximum DEPARTMENT obligations shown in Section 11 or as revised in a budget letter, as set forth in Section 14. Any items of PROJECT COST not funded by FAA or DEPARTMENT funds will be the sole responsibility of the SPONSOR.

DEPARTMENT funds in this Contract made available through legislative appropriation are based on projected revenue estimates. The DEPARTMENT may reduce the amount of this Contract if the revenue actually received is insufficient to support the appropriation under which this Contract is made.

13. The SPONSOR agrees that the costs reported to the DEPARTMENT for this Contract will represent only those items that are properly chargeable in accordance with this Contract. The SPONSOR also certifies that it has read the Contract terms and has made itself aware of the applicable laws, regulations, and terms of this Contract that apply to the reporting of costs incurred under the terms of this Contract.
14. The PROJECT COST shown in Section 11 is the maximum obligation of DEPARTMENT and federal funds under this Contract. The maximum obligation of DEPARTMENT and federal funds may be adjusted to an amount less than the maximums shown in Section 11 through a budget letter issued by the DEPARTMENT. A budget letter will be used when updated cost estimates for the PROJECT reflect a change in the amount of funds needed to fund all PROJECT COSTS. The budget letter will be signed by the Administrator of Airports Division of the Multi-Modal Transportation Services Bureau (Aeronautics).

A budget letter will also be used to add or delete work items from the PROJECT description, provided that the costs do not exceed the maximum obligations of Section

11. If the total amount of the PROJECT COST exceeds the maximum obligations shown in Section 11, the PROJECT scope will have to be reduced or a written amendment to this Contract to provide additional funds will have to be awarded by the parties before the work is started.
15. In the event it is determined by the DEPARTMENT that there will be either insufficient funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or authorizing work performance, may cancel the PROJECT or any portion thereof by giving written notice to the SPONSOR. In the event this occurs, this Contract will be void and of no effect with respect to the canceled portion of the PROJECT. Any SPONSOR deposits on the canceled portion less PROJECT COST incurred on the canceled portions will be refunded following receipt of a letter from the SPONSOR requesting excess funds be returned or at the time of financial closure, whichever comes first.
16. In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this Contract or questions the allowability of an item of expense, the DEPARTMENT will promptly submit to the SPONSOR a Notice of Audit Results and a copy of the audit report, which may supplement or modify any tentative findings verbally communicated to the SPONSOR at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the SPONSOR will (a) respond in writing to the responsible Bureau of the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense, and (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE." The RESPONSE will be clearly stated and will provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the SPONSOR may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE will refer to and apply the language of the Contract. The SPONSOR agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT will make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the SPONSOR, the SPONSOR will repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the SPONSOR fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the SPONSOR agrees that the DEPARTMENT will deduct all or a portion of the overpayment from any funds then or thereafter payable by

the DEPARTMENT to the SPONSOR under this Contract or any other agreement or payable to the SPONSOR under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The SPONSOR expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT's decision only as to any item of expense the disallowance of which was disputed by the SPONSOR in a timely filed RESPONSE.

17. This Contract will be in effect from the date of award through twenty (20) years.
18. Failure on the part of the SPONSOR to comply with any of the conditions in this Contract may be considered cause for placing the SPONSOR in a state of noncompliance, thereby making the SPONSOR ineligible for future federal and/or state funds until such time as the noncompliance issues are resolved. In addition, this failure may constitute grounds for cancellation of the PROJECT and/or repayment of all grant amounts on a pro rata basis, if the PROJECT has begun. In this Section, pro rata means proration of the cost of the PROJECT over twenty (20) years, if the PROJECT has not yet begun.
19. Any approvals, acceptances, reviews, and inspections of any nature by the DEPARTMENT will not be construed as a warranty or assumption of liability on the part of the DEPARTMENT. It is expressly understood and agreed that any such approvals, acceptances, reviews, and inspections are for the sole and exclusive purposes of the DEPARTMENT, which is acting in a governmental capacity under this Contract, and that such approvals, acceptances, reviews, and inspections are a governmental function incidental to the PROJECT under this Contract.

Any approvals, acceptances, reviews, and inspections by the DEPARTMENT will not relieve the SPONSOR of its obligations hereunder, nor are such approvals, acceptances, reviews, and inspections by the DEPARTMENT to be construed as a warranty as to the propriety of the SPONSOR's performance, but are undertaken for the sole use and information of the DEPARTMENT.

20. In connection with the performance of PROJECT work under this Contract, the parties (hereinafter in Appendix A referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts," as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, and the Regulations of the United States Department of Transportation (49 CFR, Part 21) issued pursuant to said Act, including Appendix B, attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this Contract.



The SPONSOR will carry out the applicable requirements of the DEPARTMENT's Disadvantaged Business Enterprise (DBE) program and 49 CFR Part 26, including, but not limited to, those requirements set forth in Appendix C, dated October 1, 2005, attached hereto and made a part hereof.

21. In accordance with 1980 PA 278; MCL 423.321 et seq; MSA 17.458(22), et seq, the SPONSOR, in the performance of this Contract, will not enter into a contract with a subcontractor, manufacturer, or supplier listed in the register maintained by the United States Department of Labor of employers who have been found in contempt of court by a federal court of appeals on not less than three (3) separate occasions involving different violations during the preceding seven (7) years for failure to correct an unfair labor practice, as prohibited by Section 8 of Chapter 372 of the national Labor Relations Act, 29 USC 158. The DEPARTMENT may void this Contract if the name of the SPONSOR or the name of a subcontractor, manufacturer, or supplier utilized by the SPONSOR in the performance of this Contract subsequently appears in the register during the performance period of this Contract.
22. With regard to claims based on goods or services that were used to meet the SPONSOR's obligation to the DEPARTMENT under this Contract, the SPONSOR hereby irrevocably assigns its right to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or the DEPARTMENT due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - .788, excluding Section 4a, to the State of Michigan or the DEPARTMENT.

The SPONSOR shall require any subcontractors to irrevocably assign their rights to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or the DEPARTMENT with regard to claims based on goods or services that were used to meet the SPONSOR's obligation to the DEPARTMENT under this Contract due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - .788, excluding Section 4a, to the State of Michigan or the DEPARTMENT as a third-party beneficiary.

The SPONSOR shall notify the DEPARTMENT if it becomes aware that an antitrust violation with regard to claims based on goods or services that were used to meet the SPONSOR's obligation to the DEPARTMENT under this Contract may have occurred or is threatened to occur. The SPONSOR shall also notify the DEPARTMENT if it becomes aware of any person's intent to commence, or of commencement of, an antitrust action with regard to claims based on goods or services that were used to meet the SPONSOR's obligation to the DEPARTMENT under this Contract.

23. In any instance of dispute and/or litigation concerning the PROJECT, the resolution thereof will be the sole responsibility of the party/parties to the contract that is/are the subject of the controversy. It is understood and agreed that any legal representation of the SPONSOR in any dispute and/or litigation will be the financial responsibility of the SPONSOR.

24. The DEPARTMENT and the FAA will not be subject to any obligations or liabilities by contractors of the SPONSOR or their subcontractors or any other person not a party to this Contract without its specific consent and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof.

25. Each party to this Contract will remain responsible for any claims arising out of that party's performance of this Contract as provided by this Contract or by law.

This Contract is not intended to increase or decrease either party's liability for or immunity from tort claims.

This Contract is not intended to nor will it be interpreted as giving either party a right of indemnification, either by Contract or at law, for claims arising out of the performance of this Contract.

26. In case of any discrepancies between the body of this Contract and any exhibit hereto, the body of the Contract will govern.

27. This Contract will become binding on the parties and of full force and effect upon signing by the duly authorized representatives of the SPONSOR and the DEPARTMENT and upon adoption of a resolution approving said Contract and authorizing the signature(s) thereto of the respective representative(s) of the SPONSOR, a certified copy of which resolution will be sent to the DEPARTMENT with this Contract, as applicable.

IN WITNESS WHEREOF, the parties have caused this Contract to be awarded.

JACKSON COUNTY BOARD OF COMMISSIONERS

By: \_\_\_\_\_  
Title:

MICHIGAN DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Title: Department Director

# EXHIBIT 1

## JACKSON COUNTY - REYNOLDS FIELD AIRPORT JACKSON, MICHIGAN

Project No. B-26-0000-0606  
Contract No. FM 38-01-ENV

September 27, 2007

	Federal	State	Local	Total
ADMINISTRATION	\$0	\$0	\$0	\$0
DEPARTMENT-AERO	\$0	\$0	\$0	\$0
ENV	\$77,800	\$17,018	\$2,432	\$97,250
Purchase wetland bank credits (3.89 acres for rwy 14/32 mitigation)	\$77,800	\$17,018	\$2,432	\$97,250
DESIGN	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0
CONSTRUCTION	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0
CONTINGENCIES	\$0	\$0	\$0	\$0
Funding Contingencies	\$0	\$0	\$0	\$0
<b>TOTAL PROJECT BUDGET</b>	<b>\$77,800</b>	<b>\$17,018</b>	<b>\$2,432</b>	<b>\$97,250</b>

## **ATTACHMENT 2**

### **SUPPLEMENTAL PROVISIONS FOR FEDERAL/STATE/LOCAL CONTRACTS INVOLVING PREPARATION OF ENVIRONMENTAL DOCUMENTATION AT ALL CLASSIFICATION OF AIRPORTS**

1. The term PROJECT COST, shall include the costs of the consultant for the performance of the PROJECT work and the cost of public notices.
2. The DEPARTMENT shall select a consultant in accordance with FAA guidelines to perform the PROJECT work. The SPONSOR shall enter into a contract with the consultant. Said contract shall be submitted to the SPONSOR and the DEPARTMENT for review and written approval of the cost prior to the DEPARTMENT issuing a notice to proceed to the consultant. Subsequent changes to that contract shall also be submitted to the SPONSOR for review and written approval of the cost prior to authorizing work on those elements which are the subject of the change.
3. The consultant performing environmental work shall not perform any preliminary engineering or construction supervision on work covered by the environmental studies.

## **APPENDIX A**

### **PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS**

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Act No. 453, Public Acts of 1976, the contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or as a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Further, in accordance with Act No. 220, Public Acts of 1976 as amended by Act No. 478, Public Acts of 1980 the contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants shall be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to insure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or his collective bargaining representative will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this appendix.
6. The contractor will comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission which may be in effect prior to the taking of bids for any individual state project.

7. The contractor will furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission, said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor as well as the contractor himself, and said contractor will permit access to his books, records, and accounts by the Michigan Civil Rights Commission and/or its agent, for purposes of investigation to ascertain compliance with this contract and relevant with rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this agreement, the Civil Rights Commission may, as part of its order based upon such findings, certify said findings to the Administrative Board of the State of Michigan, which Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, and including the governing boards of institutions of higher education, until the contractor complies with said order of the Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Civil Rights Commission to participate in such proceedings.
9. The contractor will include, or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission, and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

March 1998

**Appendix B**  
*(Aeronautics)*

**CIVIL RIGHTS ACT OF 1964, TITLE VI - 49 CFR PART 21**  
**CONTRACTUAL REQUIREMENTS**

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations. The contractor will comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitation for Subcontracts, Including Procurement of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports. The contractor will provide all information and reports required by the Regulations or directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor will so certify to the sponsor of the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:



- a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
  - b. Cancellation, termination, or suspension of the contract, in whole or in part.
- 6. Incorporation of Provisions. The contractor will include the provisions of paragraphs 1 through 5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directive issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(Revised October 1, 2005)

### **APPENDIX C**

#### **Assurances that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR § 26.13)**

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Airport Name: Jackson County-Reynolds Field  
Associated City: Jackson, Michigan  
Project No: B-26-0000-0606

## APPENDIX F

### SPECIAL CONDITIONS

1. RUNWAY PROTECTION ZONES The Sponsor agrees to take the following actions to maintain and/or acquire a property interest, satisfactory to the FAA, in the Runway Protection Zones:
  - a. Existing Fee Title Interest in the Runway Protection Zone.  
The Sponsor agrees to prevent the erection or creation of any structure or place of public assembly in the Runway Protection Zone, as depicted on the Exhibit "A" Property Map, except for nav aids that are fixed by their functional purposes or any other structure approved by the FAA. Any existing structures or uses within the Runway Protection Zone will be cleared or discontinued unless approved by the FAA.
  - b. Existing Easement Interest in the Runway Protection Zone.  
The Sponsor agrees to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is a hazard to air navigation or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.
2. AIR AND WATER QUALITY. Approval of the project included in this agreement is conditioned on the Sponsor's compliance with applicable air and water quality standards in accomplishing project construction and in operating the airport. Failure to comply with this requirement may result in suspension, cancellation, or termination of federal assistance under this agreement.
3. BUY AMERICAN REQUIREMENT. Unless otherwise approved by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The Sponsor will include in every contract a provision implementing this special condition.
4. WASTE DISPOSAL SITES. It is hereby agreed by and between the parties hereto that, within its authority, the Sponsor will not approve or permit the establishment or existence of a waste disposal site which has been determined to be objectionable under the provisions of FAA Order 5200.5A, dated January 31, 1990, entitled "Waste Disposal Sites On or Near Airports."

5. OPEN BIDDING. The Sponsor agrees not to include in any bid specification, project agreement, or other controlling documents to perform construction activities under this grant, any provisions which would:

- a. Require bidders, offerors, contractors, or subcontractors to enter into or adhere to agreements with one or more labor organizations, on the same or other related construction project(s), or
- b. Otherwise discriminate against bidders, offerors, contractors, or subcontractors for refusing to become or remain signatories or otherwise adhere to agreements with one or more labor organizations, on the same or other related construction project(s), or
- c. Require any bidder, offeror, contractor, or subcontractor to enter into, adhere to, or enforce any agreement that requires its employees, as a condition of employment, to:
  - (1) become members of or affiliated with a labor organization, or
  - (2) pay dues or fees to a labor organization, over an employee's objection, in excess of the employee's share of labor organization costs relating to collective bargaining, contract administration, or grievance adjustment.

The Sponsor further agrees to require any contractor or subcontractor to agree to not include any similar provision that would violate paragraphs a through c above in their contracts or subcontracts pertaining to the projects under this grant.

6. PAVEMENT MAINTENANCE MANAGEMENT PROGRAM (PGL 95-2). For a project to replace or reconstruct pavement at the airport, the Sponsor shall implement an effective airport pavement maintenance program as is required by airport Sponsor Assurance Number C-11. The Sponsor shall use such program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. As a minimum, the program must conform with the provisions outlined below:

Pavement Maintenance Management Program. An effective pavement maintenance management program is one that details the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed. An airport sponsor may use any form of inspection program it deems appropriate. As a minimum, the program must include the following:

- a. **Pavement Inventory.** The following must be depicted in an appropriate form and level of detail:
  - (1) location of all runways, taxiways, and aprons;
  - (2) dimensions;
  - (3) type of pavement, and;
  - (4) year of construction or most recent major rehabilitation.

For compliance with the Airport Improvement Program (AIP) assurances, pavements that have been constructed, reconstructed, or repaired with federal financial assistance shall be so depicted.

b. **Inspection Schedule.**

- (1) Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," the frequency of inspection may be extended to three years.
- (2) Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition.

c. **Record Keeping.** Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The types of distress, their locations, and remedial action, scheduled or performed, must be documented. The minimum information to be recorded is listed below:

- (1) inspection date,
- (2) location,
- (3) distress types, and
- (4) maintenance scheduled or performed.

For drive-by inspections, the date of inspection and any maintenance performed must be recorded.

d. **Information Retrieval.** An airport sponsor may use any form of record keeping it deems appropriate, so long as the information and records produced by the pavement survey can be retrieved to provide a report to the FAA as may be required.

e. **Reference.** Refer to Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements and establishing an effective maintenance program. Specific types of distress, their probable causes, inspection guidelines, and recommended methods of repair are presented.

7. AGENCY AGREEMENT. The Sponsor will not amend, modify, or terminate the agency relationship between the Sponsor, as principal, and the Michigan Aeronautics Commission, as agent, created by the Agency Agreement without prior written approval of the FAA.

# **APPENDIX G** **Prime Consultant Statement of DBE Subconsultant Payments**

Information required in accordance with 49 CFR §26.37 to monitor progress of the prime consultant in meeting contractual obligations to DBEs.

PRIME CONSULTANT:		<input type="checkbox"/> CHECK IF PRIME IS MDOT-DBE CERTIFIED	AUTHORIZATION NO.		CONTRACT NO.			
BILLING PERIOD:								
<input type="checkbox"/> Check if Final Payment								
CERTIFIED DBE CONSULTANT	SERVICES WORK PERFORMED	TOTAL CONTRACT AMOUNT	CUMULATIVE DOLLAR VALUE OF SERVICES COMPLETED	DEDUCTIONS	ACTUAL AMOUNT PAID TO DATE	ACTUAL AMOUNT PAID DURING THIS BILLING PERIOD	DBE AUTHORIZED SIGNATURE (Final Payment Report Only)	DATE

As the authorized representative of the above prime consultant, I state that, to the best of my knowledge, this information is true and accurate.

PRIME CONSULTANT'S AUTHORIZED REPRESENTATIVE

TITLE

DATE

FOR MDOT USE ONLY

COMMENTS:

CONTRACT ADMINISTRATOR (Signature)

DATE:

Special note: "Prime Consultant or Authorized Representative" refers to recipients of federal funds as defined at 49 Code of Federal Regulations Part 26.

## **INSTRUCTIONS**

This statement reports the actual dollar amounts of the project cost earned by and paid to DBE subconsultants. Complete and submit to the Contract Administrator semi-annually. Some forms may be blank if no payment was made since the previous billing.

For "Authorization No., Contract No.," and "Job No.," as appropriate, use the numbers assigned by MDOT.

For "Billing Period," report the calendar days covered by the billing.

For "Services Work Performed" report the main service performed by the subconsultant during the reporting period.

For "Total Contract Amount" report the total amount of the contract between the prime consultant and subconsultant.

For "Cumulative Dollar Value of Services Completed" report the total amount the subconsultant has earned since beginning the project.

For "Deductions," report deductions made by the prime consultant to the subconsultant's "Cumulative Dollar Value of Services Completed" for retainage, bond or other fees, materials, services or equipment provided to the subconsultant according to mutual, prior agreement (documentation of such agreement may be required by MDOT).

For "Actual Amount Paid to Date," report cumulative actual payments made to the subconsultant for services completed.

For "Actual Amount Paid During this Billing Period" report actual payments made to the subcontractor for services during this billing period.

Provide "DBE Authorized Signature" for final payment only.

Be sure to sign, title and date this statement.

### **MDOT CONTRACT ADMINISTRATOR:**

Complete "Comments" if necessary, sign, date and forward to the Office of Equal Opportunity within seven (7) days of receipt.

**RESOLUTION (10-07.41 )**  
**AUTHORIZING THE COUNTY BOARD OF COMMISSIONERS**  
**CHAIR, James E. Shotwell Jr. TO SIGN MDOT CONTRACT**  
**#2008-0022 (FEDERAL PROJECT #B-26-000-0606),**  
**For Purchase of Wetland Mitigation Bank Credits**  
**For Runway 7-25 Safety Area Project**

**WHEREAS**, The FAA has indicated that Runways at the Jackson County Airport do not have required “safety areas” at their respective ends and approaches; and

**WHEREAS**, Because of the Runway Safety Project a new Runway 7-25 will be constructed and certain wetlands will be impacted;

**WHEREAS**, Completion of the Runway 7-25 Runway Safety Project will require mitigation of these impacted wetlands;

**WHEREAS**, These projects are necessary and in the public interest; and

**WHEREAS**, Grant funds in the amount of \$97,250 were allocated by the Michigan Bureau of Aeronautics and Freight Services with an allocation of \$77,800 Federal; \$17,018 State and \$2,432 Local match amounts and were deemed necessary and in the public interest; and,

**WHEREAS**, The Jackson County Board of Commissioners has legal authority to approve this grant and sponsor contract; and

**WHEREAS**, James E. Shotwell, Jr., is the Chairman of the Jackson County Board of Commissioners and has authority to sign such grant and contract; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Jackson County Board of Commissioners approves of the referenced grant and contract authorizes James E. Shotwell Jr. to sign on behalf of the Jackson County Board of Commissioners.

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James E. Shotwell, Jr., Chairman  
October 16, 2007

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STATE OF MICHIGAN            )  
  ) ss.  
COUNTY OF JACKSON        )

I, Amanda Riska, the duly qualified and acting Clerk of the County of Jackson, Michigan, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the County Board of Commissioners of the County of Jackson, State of Michigan, at a regular meeting held on October 16, 2007 at which meeting a quorum was present and remained throughout and that an original thereof is on file in the records of the County. I further certify that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act No. 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

---

Amanda Riska, County Clerk

Date: \_\_\_\_\_



**MINUTES**  
**JACKSON COUNTY BOARD OF COMMISSIONERS**  
**September 18, 2007**  
**County Commission Chambers**  
**7:00 p.m.**

1. **CALL TO ORDER:** Chairman Shotwell called the September 18, 2007, meeting of the Jackson County Board of Commissioners to order at 7:00 p.m.
2. **INVOCATION:** Commissioner David K. Elwell
3. **A. PLEDGE OF ALLEGIANCE:** Led by Chairman Shotwell  
  
**B. MOMENT OF SILENCE** – In memory of James Syrek, Circuit Court employee
4. **ROLL CALL:** County Clerk – Amanda L. Riska
5. **APPROVAL OF AGENDA:**  
  
*Moved by Mahoney supported by Duckham for Approval of the Agenda.* Motion carried.
6. **AWARDS & RECOGNITIONS:** None.
7. **COMMUNICATIONS/PETITIONS:** None.
8. **SPECIAL ORDERS/PUBLIC HEARINGS: (7:20 p.m.)**

**A. Public Hearing regarding Issuance of County of Jackson Hospital Finance Authority Revenue and Refunding Bonds for the Benefit of W.A. Foote Memorial Hospital**

The public hearing opened at 7:19 p.m. Peter Ecklund, the Authority Counsel of the Jackson County Hospital Finance Authority and Hendrik Schuur of W.A. Foote Memorial spoke about a new series of bonds that they are issuing. There were no questions from commissioners or the public. Chairman Shotwell thanked Mr. Ecklund and Mr. Shore, and closed the hearing at 7:22 p.m.

**9. PUBLIC COMMENTS:**

*Public comment began at 7:09 p.m. They were taken out of order because Special Orders/Public Hearing wasn't scheduled to begin until 7:20 p.m.*

District Judge R. Darryl Mazur introduced District Judge Michael Klaeren. Judge Klaeren spoke about his experience as a judge and his perceptions of the system since he has been appointed.

Lynn Sajdak introduced himself to the commissioners and stated that he has submitted an application for the open Road Commission position.

**10. SPECIAL MEETINGS OF STANDING COMMITTEES:** None.

**11. MINUTES**

A. Minutes of the 8/21/07 Regular Meeting of the Jackson County Board of Commissioners

*Moved by Herl supported by Mahoney to Approve the Minutes of the 8/21/07 Regular Meeting of the Jackson County Board of Commissioners.* Motion carried.

**12. CONSENT AGENDA:**

*Moved by Mahoney, supported by Brittain for Approval of the Consent Agenda.* Roll call: (11) Yeas. Motion carried unanimously.

**A. County Affairs**

1. Bureau of Aeronautics Sponsor Contract for a Snow Removal Equipment Building Concept Budget Report and Final Engineering for Runway 14-32 (Phase II)
2. Resolution (09-07.32) Authorizing the County Board of Commissioners Chair, James E. Shotwell, Jr. to Sign MDOT Contract #2003-0776 (Federal Project #B-26-0051-1806) for Preparation of a Concept Budget Report for a New Snow Removal Equipment Building to be Constructed at the Jackson County Airport and Final Engineering Design for Runway 14-32 (Phase II)
3. Mead and Hunt Contract for a Concept Budget Report for the Snow Removal Equipment Building
4. Mead and Hunt Contract for Final Design for Extension/Reconstruction of Runway 14-32 and Taxiway D

**B. County Agencies**

5. Fiscal Year 2008 Title IV-D Cooperative Reimbursement Program Contract for Jackson County CS/FOC-08-38001

6. Friend of the Court Budget

**C. Human Services**

7. Medical Director Services Agreement with Jackson County
8. Agreement between Michigan Department of Community Health and Jackson County Board of Commissioners for the Comprehensive Planning, Budgeting and Contract (CPBC) Agreement
9. Director/Health Officer Contract with Livingston County
10. 2007/2008 Health Department Budget Request

**D. Personnel & Finance**

11. Resolution (09-07.34) Regarding the Issuance of County of Jackson Hospital Finance Authority Hospital Revenue and Refunding Bonds for the Benefit of W.A. Foote Memorial Hospital
12. Fund Deficit Elimination Plans
13. Budget Adjustments
  - A. Health Department
- E. **Claims** – Claims were unavailable at the Committee meetings due to month end timing. Claims for August will be reviewed and approved in October.

**13. STANDING COMMITTEES:**

**A. County Affairs – *Commissioner Dave Lutchka***

- 1. Appointment to the Department on Aging Advisory Council, one public member, term to 12/2007**

Cmr. Lutchka stated that the committee nominated Gerald Robinson for the Department on Aging Advisory Council. No other motions from the floor. Mr. Robinson is appointed to the Department on Aging Advisory Council.

- 2. Appointment to the Jury Board, one public member, term to 4/2013**

Cmr. Lutchka stated that the committee nominated Thomas Cottrell for appointment to the Jury Board, which requires a recommendation from the Circuit Court Judges. Cmr. Brittain nominated Lynette Maurer even though he knows that she won't get appointed unless the judges agree to it. She lives in the district

**MINUTES**

**JACKSON COUNTY BOARD OF COMMISSIONERS**

**September 18, 2007**

**Page 3 of 7**

that he represents and he feels that she would be a good person for that board. Chairman Shotwell stated that unfortunately the nomination is out of order, but Cmr. Brittain's preference is noted for the record. Voice vote: (10) Yeas. Cmr. Herl, Lutchka, Duckham, Poleski, Videto, Mahoney, Brown, Smith, Elwell and Shotwell. (1) Nay. Cmr. Brittain. Thomas Cottrell is appointed to the Jury board.

**B. County Agencies – Commissioner Gail W. Mahoney**

None.

**C. Human Services – Commissioner Mike Way**

None.

**D. Personnel & Finance – Commissioner James Videto**

None.

**14. UNFINISHED BUSINESS: None.**

**15. NEW BUSINESS:**

**A. Travel Expenses – Commissioner Gail W. Mahoney**

*Moved by Poleski, supported by Brown to Waive the Policy in this Case.* Cmr. Poleski asked if we allow the incremental expenses, will we still remain on budget with the line item. Per Acting County Administrator Randy Treacher, they will still remain on budget. Cmr. Elwell asked if it is an uncapped limit, or will there be a cap placed. Chairman Shotwell responded that it is not uncapped. Roll call: (8) Yeas. Cmr. Duckham, Poleski, Videto, Shotwell, Mahoney, Brown, Smith, and Elwell. (3) Nays. Cmr. Herl, Lutchka, and Brittain. Motion carried.

**B. Jackson County Road Commission – Filling Vacancies**

*Moved by Brittain, supported by Mahoney to Accept the Resignations of Robert Zenz and Karl Schmidt.* Motion carried unanimously.

*Moved by Poleski, supported by Lutchka to Suspend the Board Policy on the Appointment of the Road Commission and Wait for the Results from the Ad Hoc Committee to be Returned to the Board.* Cmr. Elwell said that there was discussion before the Board meeting about stating officially that we are accepting applications for new Road Commissioners. That hasn't been said yet, but his understanding is that a lot of people have applied online and have submitted applications. He hopes that the ad hoc committee will report by the October meeting, adopt what is necessary, and then begin making appointments by the November meeting. He asked if we

officially announce now that we are accepting applications, does that cut down on the time that may be required later. Chairman Shotwell said that it has been suggested by Acting Administrator Treacher that we continue to accept the applications. When a job description has been created including all of the parameters that the Road Commission Board is expected to perform, it will be addressed in a formal letter to those applicants, along with the compensation. The applicants will then have a chance to say that they still want to apply, or have their name removed from the list. Cmr. Elwell asked if it will be advertised in the local paper the way that it is normally done. Chairman Shotwell responded yes. Cmr. Brittain feels that there should be some type of requirements, or stipulation, that they have general background knowledge in road construction, or engineering, etc., and conduct an interview process. Chairman Shotwell stated that he would be most appreciative if commissioners would attend the meeting next Monday evening or the following Monday morning meeting and make these suggestions duly noted. He also suggested putting their suggestions in writing and giving it to him or Acting Administrator Treacher, and they will make sure that they are introduced into the minutes for discussion. Roll call: (10) Yeas. Cmr. Herl, Lutchka, Duckham, Poleski, Videto, Shotwell, Mahoney, Brown, Smith, Way and Elwell. (1) Nay. Cmr. Brittain. Motion passed.

*Moved by Brittain, supported by Brown to Communicate that Jackson County Will Not be Paying for the Health Insurance for the Continuation of the Road Commissioners if They Stay in Their Job.* Cmr. Elwell thinks that the motion is out of order. The board, by a prior motion, had decided that and if we have a motion now it takes back that action. He thinks it was made clear what the board has done. **Cmr. Brittain withdrew the motion.**

**C. Resolution (09-07.35) Supporting Legislative Changes to Allow Adjustments to Salaries for County Boards of Road Commissioners**

*Moved by Elwell, supported by Brittain to Adopt Resolution (09-07.35) Supporting Legislative Changes to Allow Adjustments to Salaries for County Boards of Road Commissioners.* Cmr. Lutchka would rather see the Board of Commissioners send a resolution stating that they prefer the ability to change salaries of any position, elected or appointed, that has a resignation or retirement. Cmr. Elwell stated that it is a good idea, but a separate issue. He stated that this resolution is to address an immediate need that we have that is regarding finances and the budget. He will be open to supporting a separate motion at some other time, but he feels if they stay focused it makes the argument better. Roll call: (11) Yeas. Motion carried unanimously.

**16. PUBLIC COMMENTS:**

John Calhoun – Columbia Twp. Treasurer. He feels that as long as the board is redesigning/reinventing the Road Commission, he would ask that the ad hoc committee also take into consideration the consulting that is done with the Road Commission. That they not

only quantify a consultant's wages, qualifications, terms of employment, length of employment, but they must also consider holding that person accountable for actions that they may or may not have done correctly. Because of the time limit on public comment of three minutes, he stated that he did not want to get into the actual details of some of the experiences that they have had with the Road Commission, but he knows that Chief Elwell, as part of the ad hoc committee, can probably bring those issues to light very easily. He is asking that if the commissioners are going to take the steps that they are taking now, that they all look at the whole ball of wax.

Estelle Graves said she can't agree more with the judges that spoke earlier in tonight's meeting. She was a victim of a horrific crime eleven years ago. The person that committed the crime against her got out of prison, and has committed another crime since his release. She sits on the Victim's Impact Panel with Ruth Stressman of the Victim's Rights Unit. They meet once a month at the jail with first time juvenile offenders. She knows the county tries to help to prevent crimes, and she would like to see them continue to look at the possibility of doing other things. She asked the commissioners to keep in mind that it is the citizens of Jackson County that are hurt by criminals.

Dewey Graves spoke as a former employee of the road commission. He would like to see a "quality control," someone that works there that can oversee the projects.

*Public comment closed at 7:32 p.m.*

## **17. COMMISSIONER COMMENTS:**

Cmr. Brittain would like to see the road commissioners be elected instead of appointed by the commissioners. He thinks the people should be the voice of who should hold that position.

Cmr. Elwell would appreciate all of Cmr. Brittain's comments at the ad hoc committee or by e-mail. He said that the issue he raised was already discussed during one of the ad hoc committee meetings.

Cmr. Poleski stated that he has attended a couple of the road commission ad hoc committee sessions and thinks they are doing a great job. He is looking forward to hearing their recommendations. He also wants to keep the JTA issues open and is looking forward to what JTA board members may have to say. As to the animal shelter, he is looking forward to what options Acting Administrator Treacher will be presenting to them on Friday morning at the study session.

Chairman Shotwell said that the study session is a public meeting that is going to be held this Friday, September 21, 2007, at 7:30 a.m. on the 6<sup>th</sup> floor.

Cmr. Brittain wanted to rebut Cmr. Elwell's comments about accountability. Ever since he has been on the board there has been no accountability. Chairman Shotwell said that this is not debate; it's a chance for commissioners to comment only once.

**18. CLOSED SESSION:** None.

**19. ADJOURNMENT**

Chairman Shotwell adjourned the September 18, 2007, meeting of the Jackson County Board of Commissioners at 7:35 p.m.

James E. Shotwell – Chairman, Jackson County Board of Commissioners

Respectfully submitted by Amanda L. Riska – County Clerk

Consent Agenda  
Motions

October 16, 2007

***Roll Call***

1. Motion: Approve Grant with MDOT for Property Acquisition Services – Tylutki Parcel #86 – Contract Number 2007-0791-Federal Project No. B-26-0051-1905
2. Motion: Approve Mead & Hunt Contract for Land Acquisition Services – Tylutki Parcel #86
3. Motion: Approve Resolution (10-07.37) Authorizing the County Board of Commissioners Chair, James E. Shotwell, Jr., to Sign MDOT Contract #2007-0791 (FEDERAL PROJECT #B-26-0051-1905), For Property Acquisition Services for the Tylutki Parcel #86
4. Motion: Approve Quit Claim Deed and Agreement with Summit Township for a Land Transfer and Maintenance Agreement for creation of a trail head for the Falling Waters Trail located on Weatherwax Road
5. Motion: Approve Parks Recommendation to allow Cascades Golf Course to be a Target Site for the City of Jackson/Summit Township Deer Harvest, contingent on there being no cost to the Parks Department
6. Motion: Approve Suspension of Certain Parts of County Parks Ordinance #7 to Allow the Use of Weapons for a Controlled Deer Harvest in Conjunction with the City's Contract for Engagement of Professional Hunters for the Deer Harvest and with the Time Frame Involved.
7. Motion: Approve the Apportionment Report
8. Motion: Approve Resolution (10-07.40) to Authorize Issuance of Bond Anticipation Notes for Jackson County Wastewater Disposal Facility (Rives Township Section)
9. Motion: Approve Comprehensive Community Corrections Plan and Application, Fiscal Year 2008
10. Motion: Request to Establish a Public Hearing (November 20, 2007 at 7:30 p.m.) for Consideration of a Brownfield Redevelopment Plan for Northwest Refuse, Inc. in Blackman Charter Township
11. Motion: Request to Establish a Public Hearing (November 20, 2007 at 7:35 p.m.) Regarding the Applications for U.S. EPA Environmental Assessment Grant for the Brownfield Redevelopment Authority of Jackson County
12. Motion: Approve CDBG Grant Application with CAA as Third Party Administrator



13. Motion: Approve Resolution (10-07.39) Authorizing Application for 2008-2009 Michigan CDBG Homeowner Rehab Grant Renewal and Designating the Community Action Agency as Administrator for the Grant
14. Motion: Approve Resolution (10-07.38) PIP Plus Participation
15. Motion: Approve Lead Hazard Control Grant Participation by the Jackson County Health Department with the City of Jackson
16. Motion: Approve the Addition of One Recovery Court Coordinator Position as a Contract Staff Position and that Circuit Court is to Provide Quarterly Reports on the Program to the P&F Committee
17. Motion: Approve Revised Union Employee Handbook of Personnel Policies and Procedures
18. Motion: Approve Resolution (10-07.36) Adopting Amendment No. 5 to the County of Jackson Amended and Restated Section 125 Cafeteria Plan
19. Motion: Approve the Budget Adjustments



# J X N

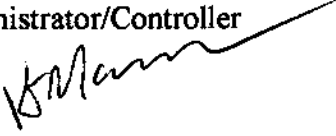
## Jackson County Airport

3606 Wildwood Avenue  
(517) 788-4225

Jackson, Michigan 49202  
FAX (517) 788-4682

September 27, 2007

TO: Randy Treacher, County Administrator/Controller

FROM: Kent Maurer, Airport Manager 

RE: Grant with MDOT for Property Acquisition Services  
Tylutki Parcel #86  
Contract No. 2007-0791 Federal Project No. B-26-0051-1905

I am requesting approval of the referenced Sponsor Contract (and separate Resolution) with MDOT – Aeronautics for a total of \$25,000 to provide grant monies for land acquisition services for the Tylutki parcel. The match amounts are \$20,000 Federal; \$4,375 State; and, \$675 Local.

Mead and Hunt will facilitate provision of these services through a separate contract.

The Airport Board has approved this grant.



# J X N

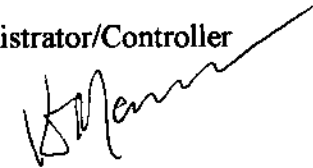
## Jackson County Airport

3606 Wildwood Avenue  
(517) 788-4225

Jackson, Michigan 49202  
FAX (517) 788-4682

September 10, 2007

TO: Jackson County Airport Board  
Randy Treacher, County Administrator/Controller

FROM: Kent Maurer, Airport Manager 

RE: Grant with MDOT for Property Acquisition Services  
Tylutki Parcel #86  
Contract No. 2007-0791 Federal Project No. B-26-0051-1905

I am requesting approval of the referenced Sponsor Contract (and separate Resolution) with MDOT – Aeronautics for a total of \$25,000 to provide grant monies for land acquisition services for the Tylutki parcel. The match amounts are \$20,000 Federal; \$4,375 State; and, \$675 Local.

Mead and Hunt will facilitate provision of these services through a separate contract.

I recommend approval and forwarding this item to the County Board of Commissioners for consideration.

**RESOLUTION (        )**  
**AUTHORIZING THE COUNTY BOARD OF COMMISSIONERS**  
**CHAIR, James E. Shotwell Jr. TO SIGN MDOT CONTRACT**  
**#2007-0791 (FEDERAL PROJECT #B-26-0051-1905),**

***For Property Acquisition Services for the Tylutki Parcel #86***

**WHEREAS,** The FAA has indicated that Runways at the Jackson County Airport do not have required "safety areas" at their respective ends and approaches; and

**WHEREAS,** Because of the Runway Safety Project a new Runway 7-25 will be constructed requiring acquisition of private property located in the southwest corner of the airport, specifically, the Tylutki property (parcel #86); and

**WHEREAS,** Federal law requires that before land can be acquired a number of steps need to be taken, including, but not limited to; formal appraisals, appraisal review, environmental study, owner interviews and price negotiations; and

**WHEREAS,** This project is necessary and in the public interest; and

**WHEREAS,** Grant funds in the amount of \$25,000 were allocated by the Michigan Bureau of Aeronautics and Freight Services with an allocation of \$20,000 Federal; \$4,375 State and \$625 Local match amounts and were deemed necessary and in the public interest; and

**WHEREAS,** The engineering firm of Mead and Hunt will be contracted under separate contract to facilitate land these acquisition services; and

**WHEREAS,** The Jackson County Board of Commissioners has legal authority to approve this resolution and sponsor contract; and

**WHEREAS,** James E. Shotwell, Jr., is the Chairman of the Jackson County Board of Commissioners and has authority to sign such resolution and contract; and

**NOW, THEREFORE, BE IT RESOLVED,** that the Jackson County Board of Commissioners approves of the referenced grant and contract authorizes James E. Shotwell Jr. to sign on behalf of the Jackson County Board of Commissioners.

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James E. Shotwell, Jr., Chairman  
October 16, 2007

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STATE OF MICHIGAN            )  
  ) ss.  
COUNTY OF JACKSON        )

I, Amanda Riska, the duly qualified and acting Clerk of the County of Jackson, Michigan, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the County Board of Commissioners of the County of Jackson, State of Michigan, at a regular meeting held on October 16, 2007 at which meeting a quorum was present and remained throughout and that an original thereof is on file in the records of the County. I further certify that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act No. 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

---

Amanda Riska, County Clerk

Date: \_\_\_\_\_



JENNIFER M. GRANHOLM  
GOVERNOR

STATE OF MICHIGAN  
DEPARTMENT OF TRANSPORTATION  
LANSING

KIRK T. STEUDLE  
DIRECTOR

September 7, 2007

Kent Maurer, Airport Manager  
Jackson County-Reynolds Field  
3606 Wildwood Avenue  
Jackson, Michigan 49202

Dear Mr. Maurer:

SUBJECT: Jackson County-Reynolds Field  
Jackson, Michigan  
Fed. Proj. No. C-26-0051-1905  
MDOT Contract No. 2007-0791

Enclosed are the original and one copy of the above-described contract between your organization and the Michigan Department of Transportation. Please take time to read and understand this contract (**noting the special conditions in Appendix F**). If this contract meets with your approval, please complete the following checklist:

- \_\_\_\_\_ **PLEASE DO NOT DATE THE CONTRACTS.** MDOT will date the contracts when they are executed. (A contract is **not** executed unless both parties have signed it.)
- \_\_\_\_\_ Secure the necessary signatures on **both** contracts.
- \_\_\_\_\_ **Include a certified resolution/authorization that specifically names the official(s) authorized to sign the contract.** One must be submitted for **each** contract even though you may have submitted one to us in the past.
- \_\_\_\_\_ If applicable, please provide any credit documentation to the project manager as soon as possible.
- \_\_\_\_\_ Return **both** copies of the contract to my attention at the address below for execution by MDOT. In order to meet the scheduled project start date and/or timely processing of project costs, **please return the contract by October 10, 2007.** One fully executed contract will be forwarded to you.

If you have any questions, please call me at 517-335-9960.

Sincerely,

Susan Panetta, Contract Administrator  
Bureau of Aeronautics and Freight Services

Enclosures

cc: Forest Kraus  
File  
DAB 9-28-07

**MICHIGAN DEPARTMENT OF TRANSPORTATION**  
**JACKSON COUNTY BOARD OF COMMISSIONERS**  
**CONTRACT FOR A FEDERAL/STATE/LOCAL**  
**AIRPORT PROJECT**  
**UNDER THE BLOCK GRANT PROGRAM**

This Contract is made and entered into this date of \_\_\_\_\_ by and between the Michigan Department of Transportation, hereinafter referred to as the "DEPARTMENT," and Jackson County Board of Commissioners, hereinafter referred to as the "SPONSOR," for the purpose of fixing the rights and obligations of the parties in agreeing to the following undertaking at the Jackson County-Reynolds Field, whose associated city is Jackson, Michigan, such undertaking hereinafter referred to as the "PROJECT," estimated in detail in Exhibit 1, dated August 14, 2007, attached hereto and made a part hereof.

**PROJECT DESCRIPTION: LAND ACQUISITION COSTS OF PARCEL 86, AS FURTHER DEFINED IN CONTRACT NO. FM 38-01-LAND.**

WITNESSETH:

WHEREAS, the PROJECT is eligible for federal funding pursuant to the Airport and Airway Improvement Act of 1982, as amended, and/or the Aviation Safety and Noise Abatement Act of 1979; and

WHEREAS, the DEPARTMENT has received a block grant from the Federal Aviation Administration (FAA) for airport development projects; and

WHEREAS, the DEPARTMENT is responsible for the allocation and management of block grant funds pursuant to the above noted act;

NOW, THEREFORE, the parties agree:

1. The term "PROJECT COST," as herein used, is defined in Attachment(s) 3, attached hereto and made a part hereof. The PROJECT COST will also include administrative costs incurred by the DEPARTMENT in connection with the PROJECT. Administrative costs incurred by the SPONSOR are not eligible PROJECT COSTS.

THE SPONSOR WILL:

2. Enter into a contract with a consultant for each element of the PROJECT that requires expertise. The consultant will be selected in conformity with FAA Advisory Circular 150/5100-14. The DEPARTMENT will select the consultant for each element of the PROJECT involving preparation of environmental documentation. The SPONSOR will select the consultant for all other aspects of the PROJECT. All consultant contracts will be submitted to the DEPARTMENT for review and approval. Any such approvals will not be construed as a warranty of the consultant's qualifications, professional standing, ability to perform the work being subcontracted, or financial integrity. The SPONSOR will neither award a consultant contract nor authorize the consultant to proceed prior to receiving written approval of the contract from the DEPARTMENT. Any change to the consultant contract will require prior written approval from the DEPARTMENT. In the event that the consultant contract is terminated, the SPONSOR will give immediate written notice to the DEPARTMENT.
3. Make payment to the DEPARTMENT for the SPONSOR's share of the PROJECT COSTS within thirty (30) days of the billing date. The DEPARTMENT will not make payments for any PROJECT work prior to receipt of payment from the SPONSOR for the SPONSOR's share of that item of the PROJECT work.

Eligible PROJECT COSTS that are paid by the SPONSOR may be submitted for credit toward the SPONSOR's share of the PROJECT COST provided that they are submitted within one hundred eighty (180) days of the date the costs were incurred or within one hundred eighty (180) days of the date of award of this Contract by the parties, whichever is later. Documentation of the PROJECT COST will include copies of the invoices on which the SPONSOR will write the amounts paid, the check numbers, the voucher numbers, and the dates of the checks. Each invoice will be signed by an official of the SPONSOR as proof of payment. The amount of the SPONSOR billing will be reduced by the amount of the eligible credit, based on documentation submitted, provided it is submitted prior to the date of the billing. Should it be determined that the SPONSOR has been given credit for payment of ineligible items of work, the SPONSOR will be billed an amount to insure that the SPONSOR share of PROJECT COSTS is covered.

The SPONSOR pledges sufficient funds to meet its obligations under this Contract.

4. With regard to audits and record-keeping,
  - a. The SPONSOR will establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this Contract, said records to be hereinafter

referred to as the "RECORDS." Separate accounts will be established and maintained for all costs incurred under this Contract.

- b. Audit and Inspection. The SPONSOR will comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 U.S.C. 7501-7507) the OMB Circular A-133, as revised or amended, and the provisions of 1951 PA 51; MCL 247.660h; MSA 9.1097(10i), as applicable, that is in effect at the time of Contract award with regard to audits.

- i. Agencies expending a total of Five Hundred Thousand Dollars (\$500,000.00) or more in federal funds from one or more funding sources in their fiscal year will comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The SPONSOR will submit two (2) copies of:

- The Reporting Package
- The Data Collection Package
- The management letter to the SPONSOR, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

- ii. Agencies expending less than Five Hundred Thousand Dollars (\$500,000.00) in federal funds must submit a letter to the DEPARTMENT advising that a circular audit was not required. The letter will indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the DEPARTMENT federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

- iii. Address: Michigan Department of Transportation  
Multi-Modal Transportation Services Bureau (Aeronautics)  
2700 East Airport Service Drive  
Capital City Airport  
Lansing, MI 48906-2060

- iv. Agencies must also comply with applicable state laws and regulations relative to audit requirements.

- v. Agencies will not charge audit costs to the DEPARTMENT's federal programs that are not in accordance with the aforementioned OMB Circular A-133 requirements.



- vi. All agencies are subject to the federally-required monitoring activities, which may include limited scope reviews and other on-site monitoring.
  - vii. The federal award associated with this Contract is CFDA Airport Improvement Program number 20.106, Federal Project Number C-26-0051-1905, award year 2005, Federal Aviation Administration, Department of Transportation.
- c. The SPONSOR will maintain the RECORDS for at least six (6) years from the date of final payment made by the DEPARTMENT under this Contract. In the event of a dispute with regard to allowable expenses or any other issue under this Contract, the SPONSOR will thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.
  - d. The DEPARTMENT or its representative may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.
  - e. If any part of the work is subcontracted, the SPONSOR will assure compliance with subsections (a), (b), (c), and (d) above for all subcontracted work.
5. Provide and will require its subcontractors to provide access by the DEPARTMENT or its representatives to all technical data, accounting records, reports, and documents pertaining to this Contract. Copies of technical data, reports, and other documents will be provided by the SPONSOR or its subcontractors to the DEPARTMENT upon request. The SPONSOR agrees to permit representatives of the DEPARTMENT to inspect the progress of all PROJECT work at any reasonable time. Such inspections are for the exclusive use of the DEPARTMENT and are not intended to relieve or negate any of the SPONSOR's obligations and duties contained in this Contract. All technical data, reports, and documents will be maintained for a period of six (6) years from the date of final payment.
6. The SPONSOR agrees to require all prime contractors to pay each subcontractor for the satisfactory completion of work associated with the subcontract no later than ten (10) calendar days from the receipt of each payment the prime contractor receives from the DEPARTMENT or SPONSOR. The prime contractor also is required to return retainage payments to each subcontractor within ten (10) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from these time frames may occur only upon receipt of written approval from the DEPARTMENT. These requirements are also applicable to all sub-tier subcontractors and will be made a part of all subcontract agreements.

This prompt payment provision is a requirement of 49 CFR, Part 26, as amended, and does not confer third-party beneficiary right or other direct right to a subcontractor against the DEPARTMENT. This provision applies to both Disadvantaged Business Enterprise (DBE) and non-DBE subcontractors.

The SPONSOR further agrees that it will comply with 49 CFR, Part 26, as amended, and will report any and all DBE subcontractor payments to the DEPARTMENT semi-annually in the format set forth in Appendix G, dated June 1, 2001, attached hereto and made a part hereof, or any other format acceptable to the DEPARTMENT.

7. In the performance of the PROJECT herein enumerated, by itself, by a subcontractor, or by anyone acting on its behalf, comply with any and all state, federal, and local applicable statutes, ordinances, and regulations. The SPONSOR further agrees to obtain all permits that are applicable to the entry into and the performance of this Contract.

The SPONSOR agrees to comply with the Special Conditions set forth in Appendix F, attached hereto and made a part hereof.

In addition, the SPONSOR agrees to accomplish the project in compliance with the FAA "Terms and Conditions of Accepting Airport Improvement Program Grants" signed on October 19, 2006.

THE DEPARTMENT WILL:

8. Bill the SPONSOR for the SPONSOR's share of the estimated PROJECT COST. The DEPARTMENT will bill the SPONSOR for the SPONSOR's share of additional estimated PROJECT COSTS for changes approved in accordance with Section 14 at the time of award of the amendment for approved work.
9. Upon receipt of payment request approved by the SPONSOR, make payment for eligible PROJECT COSTS. The DEPARTMENT will seek reimbursement from the FAA through the block grant issued to the DEPARTMENT for funds expended on eligible PROJECT COSTS.

The DEPARTMENT will not make payments for any PROJECT work prior to receipt of payment from the SPONSOR for the SPONSOR's share of that item of PROJECT work.

10. Make final accounting to the SPONSOR upon completion of the PROJECT, payment of all PROJECT COSTS, and completion of necessary audits. Any excesses or deficiencies will be returned or billed to the SPONSOR.

IT IS FURTHER AGREED:

11. The PROJECT COST participation is estimated to be as shown below and as in the attached Exhibit 1. Exhibit 1 is to be considered an estimate. The actual DEPARTMENT, FAA, and SPONSOR shares of the PROJECT COST will be determined at the time of financial closure of the FAA grant.

Federal Share .....	\$20,000.00
Maximum DEPARTMENT Share .....	\$4,375.00
SPONSOR Share .....	\$625.00
<i>Estimated</i> PROJECT COST .....	\$25,000.00

12. The PROJECT COST will be met in part with federal funds granted to the DEPARTMENT by the FAA through the block grant program and in part with DEPARTMENT funds. Upon final settlement of cost, the federal funds will be applied to the federally-funded parts of this Contract at a rate not to exceed ninety-five percent (95%) up to and not to exceed the maximum federal obligations shown in Section 11 or as revised in a budget letter, as set forth in Section 14. Those parts beyond the federal funding maximum may be eligible for state funds at a rate not to exceed ninety percent (90%) up to and not to exceed the maximum DEPARTMENT obligation shown in Section 11.

For portions of the PROJECT where only DEPARTMENT and SPONSOR funds will be applied to the final settlement, DEPARTMENT funds will be at a rate not to exceed ninety percent (90%), and the total DEPARTMENT funds applied toward the PROJECT COST may be up to but will not exceed the maximum DEPARTMENT obligations shown in Section 11 or as revised in a budget letter, as set forth in Section 14. Any items of PROJECT COST not funded by FAA or DEPARTMENT funds will be the sole responsibility of the SPONSOR.

DEPARTMENT funds in this Contract made available through legislative appropriation are based on projected revenue estimates. The DEPARTMENT may reduce the amount of this Contract if the revenue actually received is insufficient to support the appropriation under which this Contract is made.

13. The SPONSOR agrees that the costs reported to the DEPARTMENT for this Contract will represent only those items that are properly chargeable in accordance with this Contract. The SPONSOR also certifies that it has read the Contract terms and has made itself aware of the applicable laws, regulations, and terms of this Contract that apply to the reporting of costs incurred under the terms of this Contract.
14. The PROJECT COST shown in Section 11 is the maximum obligation of DEPARTMENT and federal funds under this Contract. The maximum obligation of DEPARTMENT and federal funds may be adjusted to an amount less than the maximums shown in Section 11 through a budget letter issued by the DEPARTMENT. A budget letter will be used when updated cost estimates for the PROJECT reflect a change in the amount of funds needed to fund all PROJECT COSTS. The budget letter will be signed by the Administrator of Airports Division of the Multi-Modal Transportation Services Bureau (Aeronautics).

A budget letter will also be used to add or delete work items from the PROJECT description, provided that the costs do not exceed the maximum obligations of Section

11. If the total amount of the PROJECT COST exceeds the maximum obligations shown in Section 11, the PROJECT scope will have to be reduced or a written amendment to this Contract to provide additional funds will have to be awarded by the parties before the work is started.
15. In the event it is determined by the DEPARTMENT that there will be either insufficient funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or authorizing work performance, may cancel the PROJECT or any portion thereof by giving written notice to the SPONSOR. In the event this occurs, this Contract will be void and of no effect with respect to the canceled portion of the PROJECT. Any SPONSOR deposits on the canceled portion less PROJECT COST incurred on the canceled portions will be refunded following receipt of a letter from the SPONSOR requesting excess funds be returned or at the time of financial closure, whichever comes first.
16. In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this Contract or questions the allowability of an item of expense, the DEPARTMENT will promptly submit to the SPONSOR a Notice of Audit Results and a copy of the audit report, which may supplement or modify any tentative findings verbally communicated to the SPONSOR at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the SPONSOR will (a) respond in writing to the responsible Bureau of the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense, and (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE." The RESPONSE will be clearly stated and will provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the SPONSOR may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE will refer to and apply the language of the Contract. The SPONSOR agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT will make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the SPONSOR, the SPONSOR will repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the SPONSOR fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the SPONSOR agrees that the DEPARTMENT will deduct all or a portion of the overpayment from any funds then or thereafter payable by

the DEPARTMENT to the SPONSOR under this Contract or any other agreement or payable to the SPONSOR under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The SPONSOR expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT's decision only as to any item of expense the disallowance of which was disputed by the SPONSOR in a timely filed RESPONSE.

17. This Contract will be in effect from the date of award through twenty (20) years.
18. Failure on the part of the SPONSOR to comply with any of the conditions in this Contract may be considered cause for placing the SPONSOR in a state of noncompliance, thereby making the SPONSOR ineligible for future federal and/or state funds until such time as the noncompliance issues are resolved. In addition, this failure may constitute grounds for cancellation of the PROJECT and/or repayment of all grant amounts on a pro rata basis, if the PROJECT has begun. In this Section, pro rata means proration of the cost of the PROJECT over twenty (20) years, if the PROJECT has not yet begun.
19. Any approvals, acceptances, reviews, and inspections of any nature by the DEPARTMENT will not be construed as a warranty or assumption of liability on the part of the DEPARTMENT. It is expressly understood and agreed that any such approvals, acceptances, reviews, and inspections are for the sole and exclusive purposes of the DEPARTMENT, which is acting in a governmental capacity under this Contract, and that such approvals, acceptances, reviews, and inspections are a governmental function incidental to the PROJECT under this Contract.

Any approvals, acceptances, reviews, and inspections by the DEPARTMENT will not relieve the SPONSOR of its obligations hereunder, nor are such approvals, acceptances, reviews, and inspections by the DEPARTMENT to be construed as a warranty as to the propriety of the SPONSOR's performance, but are undertaken for the sole use and information of the DEPARTMENT.

20. In connection with the performance of PROJECT work under this Contract, the parties (hereinafter in Appendix A referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts," as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, and the Regulations of the United States Department of Transportation (49 CFR, Part 21) issued pursuant to said Act, including Appendix B, attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this Contract.

The SPONSOR will carry out the applicable requirements of the DEPARTMENT's Disadvantaged Business Enterprise (DBE) program and 49 CFR Part 26, including, but not limited to, those requirements set forth in Appendix C, dated October 1, 2005, attached hereto and made a part hereof.

21. In accordance with 1980 PA 278; MCL 423.321 et seq; MSA 17.458(22), et seq, the SPONSOR, in the performance of this Contract, will not enter into a contract with a subcontractor, manufacturer, or supplier listed in the register maintained by the United States Department of Labor of employers who have been found in contempt of court by a federal court of appeals on not less than three (3) separate occasions involving different violations during the preceding seven (7) years for failure to correct an unfair labor practice, as prohibited by Section 8 of Chapter 372 of the national Labor Relations Act, 29 USC 158. The DEPARTMENT may void this Contract if the name of the SPONSOR or the name of a subcontractor, manufacturer, or supplier utilized by the SPONSOR in the performance of this Contract subsequently appears in the register during the performance period of this Contract.
22. With regard to claims based on goods or services that were used to meet the SPONSOR's obligation to the DEPARTMENT under this Contract, the SPONSOR hereby irrevocably assigns its right to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or the DEPARTMENT due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - .788, excluding Section 4a, to the State of Michigan or the DEPARTMENT.

The SPONSOR shall require any subcontractors to irrevocably assign their rights to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or the DEPARTMENT with regard to claims based on goods or services that were used to meet the SPONSOR's obligation to the DEPARTMENT under this Contract due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - .788, excluding Section 4a, to the State of Michigan or the DEPARTMENT as a third-party beneficiary.

The SPONSOR shall notify the DEPARTMENT if it becomes aware that an antitrust violation with regard to claims based on goods or services that were used to meet the SPONSOR's obligation to the DEPARTMENT under this Contract may have occurred or is threatened to occur. The SPONSOR shall also notify the DEPARTMENT if it becomes aware of any person's intent to commence, or of commencement of, an antitrust action with regard to claims based on goods or services that were used to meet the SPONSOR's obligation to the DEPARTMENT under this Contract.

23. In any instance of dispute and/or litigation concerning the PROJECT, the resolution thereof will be the sole responsibility of the party/parties to the contract that is/are the subject of the controversy. It is understood and agreed that any legal representation of the SPONSOR in any dispute and/or litigation will be the financial responsibility of the SPONSOR.

24. The DEPARTMENT and the FAA will not be subject to any obligations or liabilities by contractors of the SPONSOR or their subcontractors or any other person not a party to this Contract without its specific consent and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof.

25. Each party to this Contract will remain responsible for any claims arising out of that party's performance of this Contract as provided by this Contract or by law.

This Contract is not intended to increase or decrease either party's liability for or immunity from tort claims.

This Contract is not intended to nor will it be interpreted as giving either party a right of indemnification, either by Contract or at law, for claims arising out of the performance of this Contract.

26. In case of any discrepancies between the body of this Contract and any exhibit hereto, the body of the Contract will govern.

27. This Contract will become binding on the parties and of full force and effect upon signing by the duly authorized representatives of the SPONSOR and the DEPARTMENT and upon adoption of a resolution approving said Contract and authorizing the signature(s) thereto of the respective representative(s) of the SPONSOR, a certified copy of which resolution will be sent to the DEPARTMENT with this Contract, as applicable.

IN WITNESS WHEREOF, the parties have caused this Contract to be awarded.

JACKSON COUNTY BOARD OF COMMISSIONERS

By: \_\_\_\_\_  
Title:

MICHIGAN DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Title: Department Director



## Exhibit 1

Jackson County - Reynolds Airport

Jackson, Michigan

B-26-0051-1905

FM-38-01-LAND

14-Aug-07

	<b>Federal</b>	<b>State</b>	<b>Local</b>	<b>Total</b>
<b>ADMINISTRATION</b>	\$2,720	\$595	\$85	\$3,400
<b>DEPARTMENT - AERO</b>	\$2,720	\$595	\$85	\$3,400
<b>LAND</b>	\$17,280	\$3,780	\$540	\$21,600
Land acquisition consultant costs for parcel 86 (Tyluki). Costs include title, preliminary interviews, appraisals, review appraisals, negotiations, closings, relocation, and Phase I environmental assessment.				
<b>Parcel Cost (Estimate)</b>	\$0	\$0	\$0	\$0
<b>Relocation Assistance (est)</b>	\$0	\$0	\$0	\$0
<b>Closing Cost</b>	\$0	\$0	\$0	\$0
<b>Consultant Costs</b>				
Exhibit A Cost	\$0	\$0	\$0	\$0
Phase 1 ESA Cost	\$2,080	\$455	\$65	\$2,600
Coordination/Documentation	\$2,080	\$455	\$65	\$2,600
Preliminary Interview Cost	\$640	\$140	\$20	\$800
Acquisition/Closing Cost	\$2,080	\$455	\$65	\$2,600
Appraisal Cost	\$4,800	\$1,050	\$150	\$6,000
Appraisal Review Cost	\$1,600	\$350	\$50	\$2,000
Relocation Cost	\$4,000	\$875	\$125	\$5,000
Demolition Cost	\$0	\$0	\$0	\$0
Title Costs	\$0	\$0	\$0	\$0
Exhibit X Cost	\$0	\$0	\$0	\$0
Survey Cost	\$0	\$0	\$0	\$0
Miscellaneous Cost	\$0	\$0	\$0	\$0
<b>Condemnation Attorney/Expert Witness</b>	\$0	\$0	\$0	\$0
<b>DESIGN</b>				
<b>CONSTRUCTION</b>				
<b>CONTINGENCIES</b>				
<b>Funding Contingencies</b>	\$0	\$0	\$0	\$0
<b>TOTAL PROJECT BUDGET</b>	\$20,000	\$4,375	\$625	\$25,000

## **ATTACHMENT 3**

*(Aeronautics)*

### **SUPPLEMENTAL PROVISIONS FOR FEDERAL/STATE/LOCAL CONTRACTS INVOLVING LAND ACQUISITION AT ALL CLASSIFICATIONS OF AIRPORTS**

1. The term PROJECT COST, shall include the costs necessary for the performance of the PROJECT work including related engineering, title research, appraisals, negotiations, acquisition, relocation of displaced persons and businesses, structure removal, legal and litigation costs and attorney fees, the costs of technical guidance, and monitoring incurred in connection with the PROJECT.
2. If the PROJECT is canceled or the SPONSOR ceased acquisition on a voluntary basis, all costs, fees and damages allowed shall be the responsibility of the SPONSOR. If the SPONSOR discontinues or abandons any condemnation case, the SPONSOR shall be responsible for all costs, fees and damages allowed at law or equity. It is further agreed that any claims filed alleging a constructive or de facto taking shall be the responsibility of the SPONSOR with regard to damages, costs, interest, and attorney fees.
3. The SPONSOR hereby agrees that it will maintain said Airport in full operating condition on a year-round basis for a period of twenty (20) years in accordance with general utility licensing requirements set forth by the Michigan Aeronautics Commission rules and regulations. During this period, the Airport shall not be abandoned or permanently closed without the express written permission of the DEPARTMENT. During this period and beyond for land purchased under the project, the SPONSOR, when the land is no longer needed for airport purposes, shall dispose of such land at fair market value and make available to the DEPARTMENT an amount equal to the DEPARTMENT's proportionate share of the current fair market value of the land.
4. In addition to the requirements of paragraph 3 of these supplemental provisions, and not in lieu thereof, should the SPONSOR desire to abandon, close, sell or otherwise divest itself of the airport or any portion thereof, the SPONSOR agrees to also provide to the DEPARTMENT a prior written notice of any such intent giving the DEPARTMENT, for a period of one hundred eighty (180) days after receipt of such notice, a first right to purchase at fair market value the airport and all facilities thereon. Fair market value shall be determined by an independent appraisal of such properties.

The notice of intent and first right to purchase shall be provided via registered or certified mail, return receipt, postage prepaid, addressed to the Deputy Director of the Multi-Modal Transportation Services Bureau (Aeronautics), Michigan Department of Transportation.

5. The SPONSOR will operate and maintain in a safe and serviceable condition the Airport and all facilities thereon and connected therewith which are necessary to serve the aeronautical users of the Airport other than facilities owned or controlled by the United States in the State of Michigan, and will not permit any activity thereon which would interfere with its use for airport purposes; provided that nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to any act of God or other condition or circumstances beyond the control of the SPONSOR.
6. The SPONSOR will, either by the acquisition and retention of easements or other interests in or rights for the use of land or airspace, or by the adoption and enforcement of zoning regulations, prevent the construction, erection, alteration or growth of any structure, tree or other object in the approach areas of the runways of the Airport, which would constitute an obstruction to air navigation according to the criteria or standards prescribed in FAA Advisory Circulars.

For a period of twenty (20) years, the SPONSOR will make the airport available, as an airport, for public use, to all types, kinds and classes of aeronautical use on fair and reasonable terms and without unjust discrimination. Rates charged to aeronautical users will be determined on the basis of the cost to the SPONSOR of providing the facility. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or engage in an approved non-aeronautical activity, the SPONSOR will charge fair market value for the right to conduct such activity. During this period, all revenues generated by the airport, for either aeronautical or non-aeronautical activities, will be expended for the capital or operating costs of the airport; the local airport system; or other local facilities, which are owned or operated by the SPONSOR and directly and substantially related to the actual air transportation of passengers or property.

## **APPENDIX A**

### **PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS**

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Act No. 453, Public Acts of 1976, the contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or as a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Further, in accordance with Act No. 220, Public Acts of 1976 as amended by Act No. 478, Public Acts of 1980 the contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants shall be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to insure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or his collective bargaining representative will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this appendix.
6. The contractor will comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission which may be in effect prior to the taking of bids for any individual state project.

7. The contractor will furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission, said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor as well as the contractor himself, and said contractor will permit access to his books, records, and accounts by the Michigan Civil Rights Commission and/or its agent, for purposes of investigation to ascertain compliance with this contract and relevant with rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this agreement, the Civil Rights Commission may, as part of its order based upon such findings, certify said findings to the Administrative Board of the State of Michigan, which Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, and including the governing boards of institutions of higher education, until the contractor complies with said order of the Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Civil Rights Commission to participate in such proceedings.
9. The contractor will include, or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission, and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

March 1998

**Appendix B**  
*(Aeronautics)*

**CIVIL RIGHTS ACT OF 1964, TITLE VI - 49 CFR PART 21**  
**CONTRACTUAL REQUIREMENTS**

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations.** The contractor will comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurement of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports.** The contractor will provide all information and reports required by the Regulations or directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor will so certify to the sponsor of the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
  - b. Cancellation, termination, or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions.** The contractor will include the provisions of paragraphs 1 through 5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directive issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## **APPENDIX C**

### **Assurances that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR § 26.13)**

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.



Airport Name: Jackson County-Reynolds Field  
Associated City: Jackson, Michigan  
Project No: C-26-0051-1905

## APPENDIX F

### SPECIAL CONDITIONS

1. RUNWAY PROTECTION ZONES The Sponsor agrees to take the following actions to maintain and/or acquire a property interest, satisfactory to the FAA, in the Runway Protection Zones:
  - a. Existing Fee Title Interest in the Runway Protection Zone.  
The Sponsor agrees to prevent the erection or creation of any structure or place of public assembly in the Runway Protection Zone, as depicted on the Exhibit "A" Property Map, except for nav aids that are fixed by their functional purposes or any other structure approved by the FAA. Any existing structures or uses within the Runway Protection Zone will be cleared or discontinued unless approved by the FAA.
  - b. Existing Easement Interest in the Runway Protection Zone.  
The Sponsor agrees to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is a hazard to air navigation or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.
  - c. Future Interest in the Runway Protection Zone.  
The Sponsor agrees that it will acquire fee title or easement interest in the Runway Protection Zone(s) for Runway(s) that presently are not under their control. Said interest shall provide the protection noted in above Subparagraphs a and b.
2. AIR AND WATER QUALITY. Approval of the project included in this agreement is conditioned on the Sponsor's compliance with applicable air and water quality standards in accomplishing project construction and in operating the airport. Failure to comply with this requirement may result in suspension, cancellation, or termination of federal assistance under this agreement.
3. BUY AMERICAN REQUIREMENT. Unless otherwise approved by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant.

The Sponsor will include in every contract a provision implementing this special condition.

4. WASTE DISPOSAL SITES. It is hereby agreed by and between the parties hereto that, within its authority, the Sponsor will not approve or permit the establishment or existence of a waste disposal site which has been determined to be objectionable under the provisions of FAA Order 5200.5A, dated January 31, 1990, entitled "Waste Disposal Sites On or Near Airports."
5. OPEN BIDDING. The Sponsor agrees not to include in any bid specification, project agreement, or other controlling documents to perform construction activities under this grant, any provisions which would:
  - a. Require bidders, offerors, contractors, or subcontractors to enter into or adhere to agreements with one or more labor organizations, on the same or other related construction project(s), or
  - b. Otherwise discriminate against bidders, offerors, contractors, or subcontractors for refusing to become or remain signatories or otherwise adhere to agreements with one or more labor organizations, on the same or other related construction project(s), or
  - c. Require any bidder, offeror, contractor, or subcontractor to enter into, adhere to, or enforce any agreement that requires its employees, as a condition of employment, to:
    - (1) become members of or affiliated with a labor organization, or
    - (2) pay dues or fees to a labor organization, over an employee's objection, in excess of the employee's share of labor organization costs relating to collective bargaining, contract administration, or grievance adjustment.

The Sponsor further agrees to require any contractor or subcontractor to agree to not include any similar provision that would violate paragraphs a through c above in their contracts or subcontracts pertaining to the projects under this grant.

6. PAVEMENT MAINTENANCE MANAGEMENT PROGRAM (PGL 95-2). For a project to replace or reconstruct pavement at the airport, the Sponsor shall implement an effective airport pavement maintenance program as is required by the assurance in Section III.C.11 of the "Terms and Conditions of Accepting Airport Improvement Program Grants." The Sponsor shall use such program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. An effective pavement maintenance management program is one that details the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed. An airport sponsor may use any form of inspection program it deems appropriate. As a minimum, the program must include the following:

- a. **Pavement Inventory.** The following must be depicted in an appropriate form and level of detail:

- (1) location of all runways, taxiways, and aprons;
- (2) dimensions;
- (3) type of pavement, and;
- (4) year of construction or most recent major rehabilitation.

For compliance with the Airport Improvement Program (AIP) assurances, pavements that have been constructed, reconstructed, or repaired with federal financial assistance shall be so depicted.

- b. **Inspection Schedule.**

- (1) Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," the frequency of inspection may be extended to three years.
- (2) Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition.

- c. **Record Keeping.** Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The types of distress, their locations, and remedial action, scheduled or performed, must be documented. The minimum information to be recorded is listed below:

- (1) inspection date,
- (2) location,
- (3) distress types, and
- (4) maintenance scheduled or performed.

For drive-by inspections, the date of inspection and any maintenance performed must be recorded.

- d. **Information Retrieval.** An airport sponsor may use any form of record keeping it deems appropriate, so long as the information and records produced by the pavement survey can be retrieved to provide a report to the FAA as may be required.

- e. **Reference.** Refer to Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for

maintaining airport pavements and establishing an effective maintenance program. Specific types of distress, their probable causes, inspection guidelines, and recommended methods of repair are presented.

7. AGENCY AGREEMENTS. The Sponsor will not amend, modify, or terminate the agency relationship between the Sponsor, as principal, and the Michigan Aeronautics Commission, as agency, created by the Agency Agreement without prior written approval of the FAA.
8. PROGRAM INCOME FROM LAND. It agrees that all program income produced from real property purchased in part with federal funds in this grant received during the grant period shall be deducted from the total cost of that project for determining the net costs on which the maximum United States obligation will be based. Airport fiscal and accounting records shall clearly identify actual sources and uses of these funds.
9. REVENUE FROM REAL PROPERTY - LAND IN PROJECT. The Sponsor agrees that all net revenues produced from real property purchased in part with federal funds in this grant shall be used on the airport for airport planning, development, or operating expenses, except that all income from real property purchased for noise compatibility purposes or for future aeronautical use as indicated on Exhibit "A" for this grant under the Airport and Airway Improvement Act of 1982. Income from noise or future use property may not be used for the Sponsor's matching share of any airport grant. Airport fiscal and accounting records shall clearly identify actual sources and uses of these funds.
10. FUTURE DEVELOPMENT LAND. The Sponsor agrees to perform within 10 years of this Grant the airport development which requires this land acquisition, and further agrees not to dispose of the land by sale or lease without prior consent and approval of the Federal Aviation Administration. In the event the land is not used within the 10 years for the purpose for which it was acquired, the Sponsor will refund the federal share of acquisition cost or the current fair market value of the land, whichever is greater.
11. TITLE EVIDENCE BEFORE CONSTRUCTION. It is further understood and agreed that the Sponsor will not permit or suffer the commencement of any construction work on the Parcel(s) until it has submitted evidence satisfactory to the FAA that it has acquired the aforementioned property interest.
12. EXHIBIT A. It is understood and agreed by and between the parties hereto that notwithstanding the fact that this Grant Offer is made and accepted upon the basis of the Exhibit "A" Property Map, the Sponsor hereby covenants and agrees that it will update said Exhibit "A" Property Map to standards satisfactory to the Department and submit said documentation in final form to the Department for approval. It is further mutually agreed that the reasonable cost of developing said Exhibit "A" Property Map is an eligible administrative cost for participation within the scope of this project.

# **APPENDIX G** **Prime Consultant Statement of DBE Subconsultant Payments**

Information required in accordance with 49 CFR §26.37 to monitor progress of the prime consultant in meeting contractual obligations to DBEs

<b>PRIME CONSULTANT:</b>		<input type="checkbox"/> CHECK IF PRIME IS MDOT-DBE CERTIFIED		<b>AUTHORIZATION NO.</b>		<b>CONTRACT NO.</b>	
<b>BILLING PERIOD:</b>		<input type="checkbox"/> Check if Final Payment					
<b>CERTIFIED DBE CONSULTANT</b>	<b>SERVICES WORK PERFORMED</b>	<b>TOTAL CONTRACT AMOUNT</b>	<b>CUMULATIVE DOLLAR VALUE OF SERVICES COMPLETED</b>	<b>DEDUCTIONS</b>	<b>ACTUAL AMOUNT PAID PAID TO DATE</b>	<b>ACTUAL AMOUNT PAID DURING THIS BILLING PERIOD</b>	<b>DBE AUTHORIZED SIGNATURE (Final Payment Report Only)</b>  <b>DATE</b>

As the authorized representative of the above prime consultant, I state that, to the best of my knowledge, this information is true and accurate.

**PRIME CONSULTANT'S AUTHORIZED REPRESENTATIVE**  
(SIGNATURE):

**TITLE**

**DATE**

**FOR MDOT USE ONLY**

**COMMENTS:**

**CONTRACT ADMINISTRATOR (Signature)**

**DATE:**

Special note: "Prime Consultant or Authorized Representative" refers to recipients of federal funds as defined at 49 Code of Federal Regulations Part 26.

## **INSTRUCTIONS**

This statement reports the actual dollar amounts of the project cost earned by and paid to DBE subconsultants. Complete and submit to the Contract Administrator semi-annually. Some forms may be blank if no payment was made since the previous billing.

For "Authorization No., Contract No.," and "Job No." as appropriate, use the numbers assigned by MDOT.

For "Billing Period," report the calendar days covered by the billing.

For "Services Work Performed" report the main service performed by the subconsultant during the reporting period.

For "Total Contract Amount" report the total amount of the contract between the prime consultant and subconsultant.

For "Cumulative Dollar Value of Services Completed" report the total amount the subconsultant has earned since beginning the project.

For "Deductions," report deductions made by the prime consultant to the subconsultant's "Cumulative Dollar Value of Services Completed" for retainage, bond or other fees, materials, services or equipment provided to the subconsultant according to mutual, prior agreement (documentation of such agreement may be required by MDOT).

For "Actual Amount Paid to Date," report cumulative actual payments made to the subconsultant for services completed.

For "Actual Amount Paid During this Billing Period" report actual payments made to the subcontractor for services during this billing period.

Provide "DBE Authorized Signature" for final payment only.

Be sure to sign, title and date this statement.

### **MDOT CONTRACT ADMINISTRATOR:**

Complete "Comments" if necessary, sign, date and forward to the Office of Equal Opportunity within seven (7) days of receipt.



# J X N

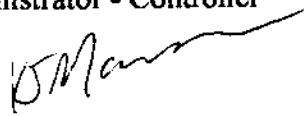
## Jackson County Airport

3606 Wildwood Avenue  
(517) 788-4225

Jackson, Michigan 49202  
FAX (517) 788-4682

September 27, 2007

TO: Randy Treacher, County Administrator - Controller

FROM: Kent Maurer, Airport Manager 

RE: Mead and Hunt Contract for Land Acquisition Services –  
Tylutki Parcel #86

I am requesting approval of the Mead and Hunt contract with the County of Jackson for land acquisition services for the Tylutki property. The amount of this contract will not exceed \$21,332.66 and is related directly to the Runway Safety Project and eventual construction of Runway 7-25.

This has been approved by the Airport Board



# J X N

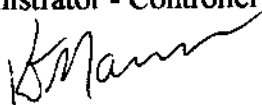
## Jackson County Airport

3606 Wildwood Avenue  
(517) 788-4225

Jackson, Michigan 49202  
FAX (517) 788-4682

September 10, 2007

TO: Jackson County Airport Board Members  
Randy Treacher, County Administrator - Controller

FROM: Kent Maurer, Airport Manager 

RE: Mead and Hunt Contract for Land Acquisition Services –  
Tylutki Parcel #86

I am requesting approval of the Mead and Hunt contract with the County of Jackson for land acquisition services for the Tylutki property. The amount of this contract will not exceed \$21,332.66 and is related directly to the Runway Safety Project and eventual construction of Runway 7-25.

This matter, if approved by the Airport Board, will be forwarded to the County Board of Commissioners for consideration.



# MEAD HUNT

August 24, 2007

*Designing the future*

Mr. Kent Maurer, Manager  
Jackson County Airport/Reynolds Field  
3606 Wildwood Avenue  
Jackson, MI 49202

Subject: Jackson County Airport/Reynolds Field  
Jackson, Michigan  
Land Acquisition - Tylutki Parcel 86

Dear Mr. Maurer:

Enclosed are three copies of a contract for the above mentioned project. We are sending a copy of this agreement to the MDOT Bureau of Aeronautics and Freight Services (AERO) for their review

Once you have received approval from AERO, please sign all three copies, retain one copy for your files and return two executed copies to this office. A fully executed copy will be forwarded to AERO.

Also enclosed for your information is a copy of a proposed subcontract for this project with Commonwealth Associates, Inc.

If you have any questions, please call me.

Sincerely,

MEAD & HUNT, INC.



Stephanie A. D. Ward, AICP  
Manager, Aviation Planning Services

Enclosures

cc: Forest Kraus, AERO

sadw/jc

(Updated 5-8-07)

**AGREEMENT FOR PROFESSIONAL  
CONSULTANT SERVICES  
(LUMP SUM)  
PROJECT NO.  
CONTRACT NO.**

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, in the year of 20\_\_\_\_,

**BETWEEN the OWNER** (hereinafter referred to as **SPONSOR**),

*Jackson County  
3606 Wildwood Ave.  
Jackson, MI 49202*

and the **CONSULTANT**.

*Mead & Hunt Inc.  
2605 East Airport Service Drive  
Lansing, MI 48906*

For the following **PROJECT**:

Land Acquisition - Parcel: 86

**LOCATION:**

*Jackson County-Reynolds Airport  
Jackson, Michigan*

**DESCRIPTION:**

*Land Acquisition Parcel: 86 - Tylutki Parcel*

**SEE DETAIL BREAKDOWN IN ATTACHMENTS "C" and "E"**

**WHEREAS**, the Sponsor proposed to have Professional Consultant Services performed for the described project;

**AND WHEREAS**, the Sponsor has caused a review to be made of the qualifications of the Consultant and is satisfied the Consultant is competent and qualified;

**AND WHEREAS**, the Consultant is willing and able to accomplish the services provided and set forth hereinafter this Agreement;

**AND WHEREAS**, the Sponsor shall compensate the Consultant, in accordance with the Terms and Conditions of this Agreement.

**WITNESSETH:** That for and in consideration of the covenants and agreements to be performed by the respective parties hereto, it is agreed by and between the Sponsor and the Consultant as follows:

**Article 1 - Description of Work to be Done:**

Services to be furnished by the Consultant to the Sponsor together with obligations of the Sponsor or Sponsor's Agent (Michigan Department of Transportation, Airports Division or hereinafter referred to as AERO) to furnish certain information and data shall consist of the following described elements (additional explanations included in Attachment "E"):

**Article 2 - Time of Beginning and Completion**

**2.1 - Time of Beginning**

Upon acceptance of this agreement by both the Sponsor and the Consultant, the Consultant shall have fourteen (14) days from the date of notification to proceed in which to organize and actually commence work.

**2.2 - Time for Completion**

The estimated time for the Consultant to complete the work named in Article 1 and Attachment "E" of this agreement, ready for Sponsor's approval is one hundred eighty (180) calendar days from the date the Consultant actually starts work. The Consultant shall report his progress to the Sponsor and keep the Sponsor informed of progress and any adjustments to the estimated time schedule which may be necessary because of weather conditions which may affect survey work, the supplying of information to the Consultant by the Sponsor's Agent as provided under Article 1, and other reasons beyond the control of either the Sponsor or the Consultant.

**Article 3 - Payment**

**3.1 – Fee (Planning Service)**

**3.1.1**

The Sponsor agrees to pay the Consultant or and in accordance of the services rendered, as set forth in Article 1 of the Agreement, a fixed fee of Twenty One Thousand Three Hundred Thirty Two and 66/100 (\$21,332.66) dollars. (See Attachment "C").

**3.1.2**

The fixed fee named above shall be considered payment in full by the Sponsor to the Consultant for all services rendered, except as hereinafter provided under Article 4 – Element

4.5 – Changes in Work (See Attachment “C” for project fee breakdown and Attachment “E” for project scope of work).

### 3.2 - Progress Payments

#### 3.2.1

The Consultant shall submit monthly statements for services rendered. The statement shall be based upon the Consultant's estimate of the proportion of the total service actually completed at the time of billing. Sponsor shall make prompt monthly payments in response to the Consultant's monthly statement.

#### 3.2.2

The first progress payment request shall be submitted thirty (30) days from the date the Sponsor authorizes the Consultant to proceed with the work.

#### 3.2.3

Payment by the Sponsor to the Consultant for extra copies of documents shall be due and payable upon receipt of invoice to the Sponsor from the Consultant.

#### 3.2.4

Payment is due forty-five (45) days after billing.

#### 3.2.5

The final progress payment (10%) of the original contract amount will be due and payable forty-five (45) days after the Consultant completes the work and submits all documents for final approval to the Sponsor.

#### 3.2.6

The Consultant agrees to pay each subconsultant for the satisfactory completion of work associated with the subcontract no later than ten (10) calendar days from the receipt of each payment the Consultant receives from the State of Michigan or Sponsor. The Consultant also is required to return retainage payments to each subconsultant within ten (10) calendar days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment from these time frames may occur only upon receipt of written approval from the Sponsor or the Sponsor's Agent. These requirements are also applicable to all sub-tier subconsultants and will be made a part of all subconsultant agreements.

This prompt payment provision is a requirement of 49 CFR, Part 26, as amended, and does not confer third-party beneficiary right or other direct right to a subconsultant against the Sponsor or the State of Michigan. This provision applies to both Disadvantaged Business Enterprise (DBE) and non-DBE subconsultants.

The Consultant further agrees that it will comply with 49 CFR, Part 26, as amended, and will report any and all DBE subconsultant payments to the DEPARTMENT semi-annually in the format set forth in Attachment G, dated June 1, 2001, attached hereto and made a part hereof, or any other format acceptable to the Sponsor or the Sponsor's Agent.

### 3.3 – Extra Service

#### 3.3.1

Extra Service charges shall be negotiated by an amendment to this Agreement. Each amendment shall describe the service rendered and the fixed dollar amount for the requested work and estimated contract time for completion.

### 3.4 – Subconsultant Services

#### 3.4.1

Any services to be provided by subconsultants shall be provided for in a subconsultant agreement which shall meet the written approval of the Sponsor. Costs of subconsultant services shall be included in Element 3.1 - Fee. The Consultant will not apply a fixed fee on any of the costs for Subconsultant Services.

### **Article 4 - Miscellaneous Provisions**

#### 4.1 – Certification of Consultant

The Consultant certifies that Ron J. Engel is the authorized representative of the firm of Mead & Hunt, Inc., whose address is 2605 E. Airport Ser. Drive, Lansing, MI 48906, and headquartered in Madison, Wisconsin and further represents that it did not:

##### 4.1.1

Employ or retain for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for Mead & Hunt, Inc.) to solicit or secure this agreement;

##### 4.1.2

Agree, as an express or implied condition for obtaining this contract to employ or retain the services of any firm or person in connection with carrying out the agreement; or,

##### 4.1.3

Pay or agree to pay any firm, organization or person (other than a bona fide employee working solely for Mead & Hunt, Inc.) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out this agreement;

Except as here expressly stated (if any):

None

##### 4.1.4

The CONSULTANT acknowledges that this certificate is to be furnished to the Federal Aviation Administration, U.S. Department of Transportation, in connection with this agreement involving participation of Airport Improvement Program (AIP) funds, and is subject to applicable State and Federal laws, both criminal and civil.

#### 4.2 – Certification of Sponsor

##### 4.2.1

The Sponsor certifies through the Chairperson of the Airport Authority that the above consulting firm or his representatives has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this agreement to:

##### 4.2.2

Employ or retain, or agree to employ or retain, any firm or person, or

#### 4.2.3

Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind:

Except as here expressly stated (if any):

None

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#### 4.2.4

The Sponsor acknowledges that this certificate is to be furnished to the Federal Aviation Administration, U.S. Department of Transportation, in connection with this agreement involving participation of Airport Improvement Program (AIP) funds, and is subject to applicable State and Federal laws, both criminal and civil.

### 4.3 – Guidelines and Policies for Land Acquisition Related Activities

#### 4.3.1

The Consultant shall follow, insofar as applicable and reasonable and as approved by the Sponsor, current guidelines and policies for land acquisition related activities set forth by the Sponsor, the Sponsor's agent, and other participating governmental agencies in effect at the time of work herein provided is started. Those currently in effect and applicable to this contract are: AC150/5100-37A, 5100-38B, 5100-17, CFR 49 Part 24, FAA Land Acquisition Checklists, FAA Land Acquisition Guidelines, and any applicable MDOT Guidelines and Checklists related to work necessary for land acquisitions, appraisals, review appraisals, relocations, condemnations, and Exhibit "A" property maps. In the event any guidelines or policies change after the Consultant has completed that portion of the work to which a particular policy may apply, and in the event the Consultant is required by the Sponsor to make revisions to completed work to meet revised policies, the Consultant shall be entitled to additional compensation as provided under Article 4.5 – Changes in Work. In the event the Sponsor elects to accept the work which conforms to policies in effect, the Consultant will complete the work as outlined in the original scope without additional compensation, and is relieved of any changes required to meet the revised policies.

#### 4.3.2

Guidelines, policies, specifications, special conditions, contract documents, and requirements developed by the Sponsor, Sponsor's Agent, or other participating governmental agency and required to be incorporated in the final plans and documents shall not be the responsibility of the Consultant. All liability to third parties, for loss or damage as a result of claims, demands, costs, or judgments arising out of activities, to be carried out by the Sponsor in the performance of this contract shall be the responsibility of the Sponsor, and not the responsibility of the Consultant, if the liability, loss, or damage is caused by or arises out of, the action or failure to act on the part of the Sponsor, or any elected or appointed officer, employee or agent of the Sponsor, provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the Sponsor, or any elected or appointed officer, employee or agent of the Sponsor by statute or court decision.

### 4.4 – Ownership of Documents

#### 4.4.1

Original documents shall be delivered to and become the property of the Sponsor. Original basic notes, sketches, changes, drawings, partially completed drawings, computations,

quantities and other data shall remain in the possession of the Consultant but shall be made available, upon request, to the Sponsor without restriction or limitation of their use.

#### 4.4.2

In the event any of the above documents are revised by the Sponsor, the nameplates of the Consultant will be removed and the Consultant will be released and held harmless of any subsequent liability which may arise from the reuse of these documents.

### 4.5 – Changes in Work

#### 4.5.1

By mutual acceptance of both the Sponsor and the Consultant, changes in work from that work herein provided, including changes in original policies and guidelines and reviews/updates of project work may be accomplished by amendment to this Agreement. The amendment shall describe the change in work scope, the adjustment in fixed fee herein provided by a fixed dollar amount for each negotiated change order and estimated change to the original or adjusted estimated contract time for each amendment. Each amendment must be approved prior to execution and must be signed and dated by the Sponsor, by the Sponsor's Agent, and the Consultant. Payment shall be made after all approvals and signatures have been obtained.

### 4.6 – Delays in Extensions

#### 4.6.1

Changes in the estimated time schedule as may be required by the Sponsor or the Consultant shall be in writing, setting forth the reason for delay or extension, and the estimated time adjustment necessary or as provided in Article 4.5 – Changes in Work.

### 4.7 – Insurance and Liability

#### 4.7.1

The Consultant will maintain Workmen's Compensation, Professional Liability, Property Damage, and Public Liability Insurance and file certificates with the Sponsor.

### 4.8 – General Compliance with Laws

#### 4.8.1

Unless otherwise specified, this Agreement shall be governed by the Law of Michigan of the principal place of business of the Sponsor. The Consultant agrees to comply with all Federal, State, and Local laws applicable to the work.

### 4.9 – Assignment of Antitrust Rights

With regard to claims based on goods or services that were used to meet the Consultant's obligation to the Sponsor or the Sponsor's Agent under this Contract, the Consultant hereby irrevocably assigns its right to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or the DEPARTMENT due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - .788, excluding Section 4a, to the State of Michigan or the DEPARTMENT.

The Consultant shall require any subcontractors to irrevocably assign their rights to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or the DEPARTMENT with regard to claims based on goods or services that were used to meet the

consultant's obligation to the DEPARTMENT under this Contract due to any violation of 15 USC, Sections 1 - 15 and/or 1984 PA 274, MCL 445.771 - .788, excluding Section 4a, to the State of Michigan or the DEPARTMENT as a third-party beneficiary.

The Consultant shall notify the Sponsor if it becomes aware that an antitrust violation with regard to claims based on goods or services that were used to meet the Consultant's obligation to the Sponsor or the Sponsor's Agent under this Contract may have occurred or is threatened to occur. The Consultant shall also notify the Sponsor or the Sponsor's Agent if it becomes aware of any persons intent to commence, or of commencement of, an antitrust action with regard to claims based on goods or services that were used to meet the Consultant's obligation to the Sponsor or the Sponsor's Agent under this Contract.

#### 4.10 – Subletting, Assignments and Transfer

##### 4.10.1

The Sponsor and the Consultant each binds himself, his partners, successors, assignees, and legal representatives to the other party to this Agreement and to the partners, successors, assignees, and legal representatives of such other party with respect to all covenants of this Agreement. The Consultant shall not assign, sublet or transfer his interest in this Agreement without the written consent of the Sponsor.

#### 4.11 – Consultant's Endorsement

##### 4.11.1

The Consultant shall seal and sign all final plans and specifications furnished to the Sponsor.

#### 4.12 – Disputes

##### 4.12.1

All disputes concerning a question of fact in connection with work not disposed of by agreement between the Sponsor and the Consultant shall be settled through standard court actions.

#### 4.13 – Responsibility for Claims and Liability

##### 4.13.1

The Consultant shall save harmless the Sponsor, Sponsor's Agent, FAA or other governmental agencies from all claims and liability due to negligence of the Consultants or its subcontractors.



## **Article 5 – Miscellaneous**

### **5.1**

This Agreement represents the entire and integrated Agreement between the Sponsor and the Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Sponsor and the Consultant. Nothing contained in this Agreement, nor the performance of the parties hereunder shall inure to the benefit of any third party.

### **5.2**

Unless otherwise specified, this Agreement shall be governed by the laws of the State of Michigan.

### **5.3**

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected, thereby, such remainder would then continue in force provided it conforms to the terms and requirements of applicable law.

### **5.4**

Unless otherwise specified, this agreement shall incorporate all provisions of Attachments "A", "B", "C", "D", "E", & "F".

**IN WITNESS WHEREOF**, the parties hereto have fixed their hand this day and date first written above.

**ACCEPTED BY THE SPONSOR**

Witness: \_\_\_\_\_

\_\_\_\_\_  
Jackson County  
Sponsor

\_\_\_\_\_  
3606 Wildwood Ave.  
Street Address

\_\_\_\_\_  
Jackson, MI 49202  
City, State & Zip Code

BY: \_\_\_\_\_  
Authorized Representative of Sponsor

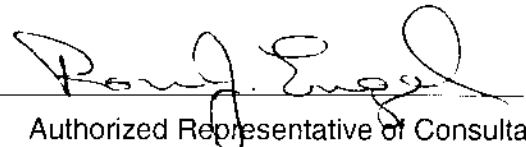
**ACCEPTED BY THE CONSULTANT**

Witness: 

\_\_\_\_\_  
Mead & Hunt, Inc.  
Consultant

\_\_\_\_\_  
2605 East Airport Service Drive  
Street Address

\_\_\_\_\_  
Lansing, MI 48906  
City, State & Zip Code

BY:   
Authorized Representative of Consultant

## **SCHEDULE OF ATTACHMENTS**

Attachment "A" -	
Appendix "A" -	Prohibition of Discrimination in State Contracts
Appendix "B" -	Civil Rights Act of 1964....Contractual Requirements
Attachment "B" -	Additional Provisions
Attachment "C" -	Cost Breakdown
Attachment "D" -	Sketches
Attachment "E" -	Scope of Work/Services
Attachment "F" -	Non-Construction Contract Requirements
Attachment "G" -	Prime Consultant Statement of DBE Subconsultant Payments

## **ATTACHMENT "A"**

### **APPENDIX A**

#### **PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS**

In connection with the performance of work under this contract, the Contractor agrees as follows:

1. In accordance with Act No. 453, Public Acts of 1976, the Contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Further, in accordance with Act No. 220, Public Acts of 1976 as amended by Act No. 478, Public Acts of 1980, the Contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment, because of a handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants shall be regarded as a material breach of this contract.
2. The Contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinbefore set forth in Section 1 of this Appendix.
3. The Contractor will take affirmative action to insure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status or a handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status or handicap that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The Contractor or his collective bargaining representative will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the Contractor's commitments under this Appendix.
6. The Contractor will comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission which may be in effect prior to the taking of bids for any individual state project.
7. The Contractor will furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission, said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor as well as the Contractor himself, and said Contractor will permit access to his books, records, and accounts by the Michigan Civil Rights Commission, and/or its agent, for purposes of investigation to ascertain compliance with this contract and relevant with rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this agreement, the Civil Rights Commission may, as part of its order based upon such findings, certify said findings to the Administrative Board of the State of Michigan, which Administrative Board may order the cancellation of the contract found to have been violated, and/or declare the Contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, and including the governing boards of institutions of higher education, until the Contractor complies with said order of the Civil Rights. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the Contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Civil Rights Commission to participate in such proceedings.
9. The Contractor will include, or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission, and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

The Civil Rights Commission referred to is the Michigan Civil Rights Commission.

## ATTACHMENT "A"

### **APPENDIX B (Aeronautics)**

#### **CIVIL RIGHTS ACT OF 1964, TITLE VI - 49 CFR PART 21 CONTRACTUAL REQUIREMENTS**

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations.** The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT"), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports.** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
  - a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
  - b. Cancellation, termination, or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions.** The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**ATTACHMENT "B"**

**ADDITIONAL PROVISIONS**

**NONE**

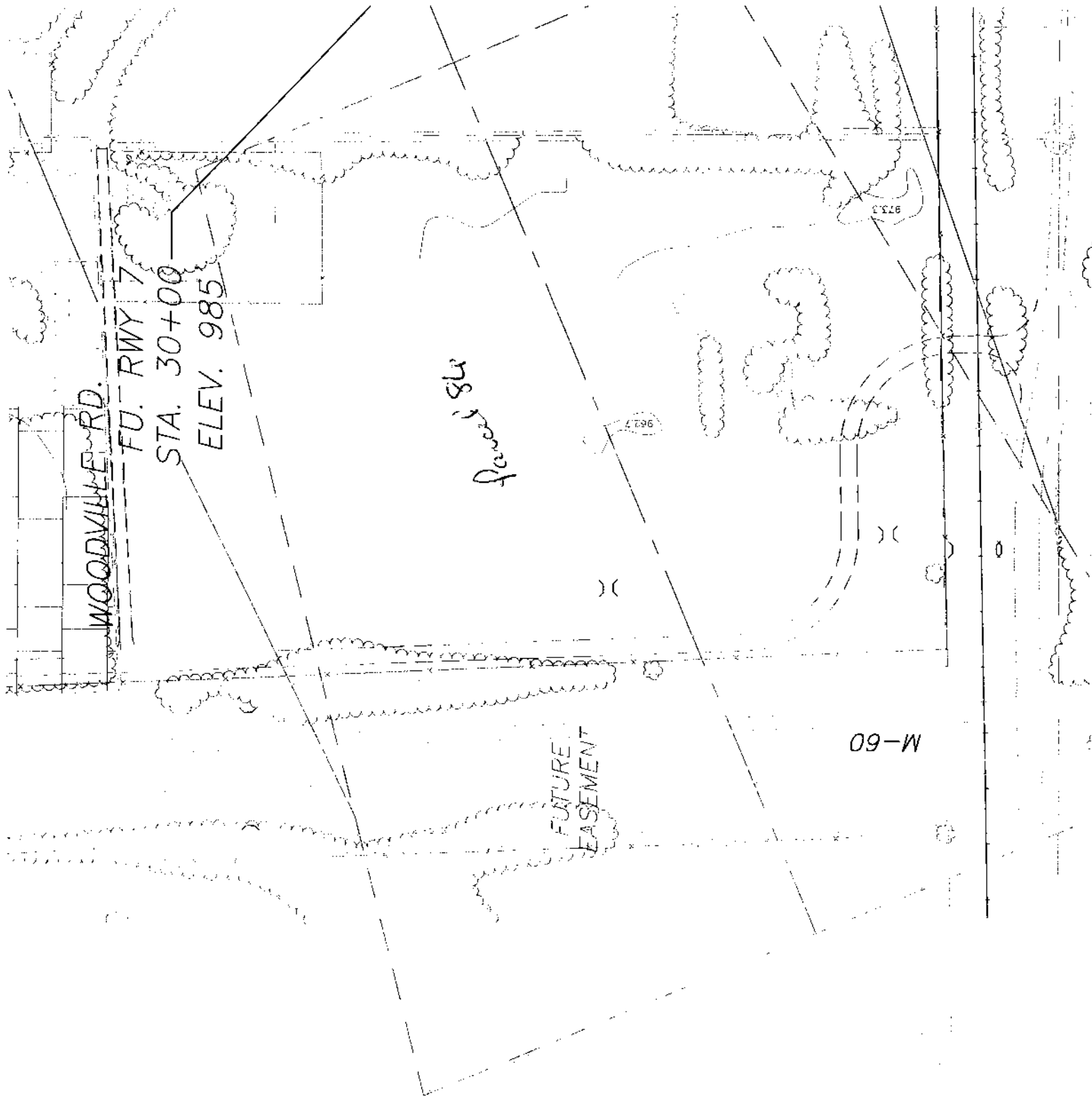
AIRPORT: Jackson County Airport/Reynolds Field  
 PROJECT DESCRIPTION: Land Acquisition - Parcels 88 Tyludd Property  
 WEAD & HUNT PROJECT NUMBER: 10117-00-07

DATE: 3-JUL-07  
TIME:  
BY: SAOW  
FILE:

[illegible]

EXPENSES			
MILEAGE (MI)	200	\$0.37	\$73.00
AIRPLANE	0	\$1,500.00	\$0.00
LODGING	0	\$50.00	\$0.00
24x36 DWGS	0	\$3.00	\$0.00
AERIALS	0	\$1,700.00	\$0.00
SURVEYS	0	\$500.00	\$0.00
WORKING DOCS.	1	\$150.00	\$150.00
FINAL REPORT	0	\$500.00	\$0.00
SHIPPING	0	\$40.00	\$0.00
TOTAL EXPENSES:			\$223.00

SUMMARY		DIRECT LABOR COSTS	OVERHEAD ON LABOR @ 1.8736	TOTAL LABOR COSTS	EXPENSES	FEE @ 0.11	SUB TOTAL	SUB- CONSULTANT	PROJECT TOTAL
		\$584.00	\$977.38	\$1,561.38	\$223.00	\$198.28	\$1,980.66	\$19,352.00	\$21,332.66



WOODVILLE RD.

FU. RWY 7

STA. 30+00

ELEV. 985

Road 8th

FUTURE  
EASEMENT

09-W

9627

9733



## **ATTACHMENT "E"**

### **CONSULTANT SCOPE OF SERVICES**

Parcel 86 will be acquired in full-fee simple acquisition to allow for obstruction removal and preservation of the airspace from future penetrations or obstructions.

The CONSULTANT shall, either on their own or through a subconsultant approved by MDOT Bureau of Aeronautics and Freight Services (AERO) and the SPONSOR, conduct preliminary interviews with the property owner of the parcels (see attached sketch). The CONSULTANT will carry through with all the required appraisals and appraisal reviews, negotiations and closing actions, necessary to acquire the subject parcels. The following outlines the actions and activities required of the CONSULTANT, as part of this contract:

1. Be familiar with all procedures required to acquire necessary real property in accordance with city, state, and federal laws, procedures, and regulations.
2. Follow Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Federal Aviation Administration Order 5100.37A) under Public Law 91-646. The Federal Aviation Administration is hereinafter referred to as FAA.
3. Comply with rules and regulations as set forth in Land Acquisition/Relocation Under Airport Improvement Program (FAA Advisory Circular 150/5100-17).
4. Utilize acquisition and relocation forms from Advisory Circular 5100.37A or comparable forms approved by AERO.
5. Prepare and maintain at least two parcel files which include all documentation needed for FAA cost reimbursement. One copy of each parcel file shall be furnished to AERO for review and approval.
6. Secure title commitments to show ownership interests, easements, mineral leases, and all other interests and encumbrances.
7. A Phase I Environmental Site Assessment will be conducted on parcels since full acquisition is planned. If the SPONSOR requests additional analysis and/or Baseline Environmental Assessment, the CONSULTANT shall be entitled to additional compensation through an amendment to the Agreement.
8. Secure appraisals and appraisal reviews prepared by qualified persons.
9. Conduct relocation assessment (not included in this scope of services since the property in question are currently vacant parcels).
10. Meet with the parcel owner to determine/convey valid title interests, needed relocation services, and salvage value estimates and prepare preliminary interview which includes complete information on occupant, title, housing, land and plan.
11. Keep in close contact with the SPONSOR and AERO and provide monthly progress reports. Detailed explanations and alternatives will be provided to Mead & Hunt, the SPONSOR and AERO for proper decision-making.
12. Abide by decisions made by the SPONSOR on questions concerning acceptability of any work performed on the project. All decisions made by AERO and SPONSOR are final.
13. Develop appropriate property maps, documenting all land interests which are dedicated for airport purposes, necessary for the appraisal process.

## **ATTACHMENT "F"**

### **NON-CONSTRUCTION CONTRACT**

#### **CIVIL RIGHTS ACT OF 1964, TITLE VI - 49 CFR PART 21 CONTRACTUAL REQUIREMENTS**

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- 1.1 **Compliance with Regulations.** The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- 1.2 **Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 1.3 **Solicitations for Subcontracts, Including Procurement of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- 1.4 **Information and Reports.** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- 1.5 **Sanctions for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
  - a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
  - b. Cancellation, termination, or suspension of the contract, in whole or in part.
- 1.6 **Incorporation of Provisions.** The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520**  
**GENERAL CIVIL RIGHTS PROVISIONS**  
**49 U.S.C. 47123**

The contractor assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport a program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

**ACCESS TO RECORDS AND REPORTS**  
**49 CFR PART 18.36(i)**

The Contractor shall maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

**RIGHTS TO INVENTIONS - 49 CFR PART 18.36(i)(8)**

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

**DISADVANTAGED BUSINESS ENTERPRISES**  
**49 CFR Part 26**

Contract Assurance (§26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than ten days from the receipt of each payment the prime contractor receives from the Sponsor or the Sponsor's Agent. The prime contractor agrees further to return retainage payments to each subcontractor within ten days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor or the Sponsor's Agent. This clause applies to both DBE and non-DBE subcontractors.

**LOBBYING AND INFLUENCING FEDERAL EMPLOYEES**  
**49 CFR Part 20, Appendix A**

- (1) No Federal appropriated funds shall be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.

- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

#### **TRADE RESTRICTION CLAUSE**

##### **49 CFR PART 30**

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

**TERMINATION OF CONTRACT**  
**49 CFR Part 18.36(i)(2)**

- a. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
- b. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.
- c. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
- d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.
- e. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION**  
**49 CFR Part 29**

The bidder/offeror certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

**BREACH OF CONTRACT TERMS**  
**49 CFR Part 18.36**

Any violation or breach of terms of this contract on the part of the contractor or their subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

July 1, 2004

**Mead & Hunt, Inc.**  
**and**  
**COMMONWEALTH ASSOCIATES, INC.**

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**Agreement for  
Subcontracted Technical Services**

**For**

**Land Acquisition Services**

**For**

**Parcel 86 - Tylutki Parcel**

**At the  
Jackson County/Reynolds Field  
Jackson, Michigan**

**Agreement Between  
Mead & Hunt, Inc.  
and  
COMMONWEALTH ASSOCIATES, INC.  
for Subcontracted Technical Services**

THIS AGREEMENT (Contract) made and effective this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between MEAD & HUNT, INC., a corporation organized and existing under the laws of the State of Wisconsin, with its principal office in the City of Madison, Wisconsin, hereinafter called MEAD & HUNT, and COMMONWEALTH ASSOCIATES, INC., whose offices are located at Jackson, Michigan, hereinafter called the CONSULTANT;

**WITNESSETH:**

WHEREAS: MEAD & HUNT is engaged in certain work of an engineering nature and requires specialized technical advice and assistance therewith as specified hereinafter; and,

WHEREAS: The CONSULTANT asserts that it is able, willing, and qualified to render the technical advice and assistance called for herein:

NOW, THEREFORE, the parties hereto, in consideration of these presents and mutual undertakings and agreements herein contained, agree as follows:

**1.0 SCOPE OF WORK**

The CONSULTANT will perform all land acquisition services set forth in Exhibit 1 to this Agreement, which is attached herein and hereby incorporated in and made fully a part of this Agreement.

## **2.0 SCHEDULE**

The CONSULTANT will perform all services required by this Agreement within 270 calendar days.

## **3.0 BASIS OF REMUNERATION**

As a consideration for performing the services specified herein, the CONSULTANT shall be paid a lump sum amount of Nineteen Thousand Three Hundred Fifty Two and 00/100 (\$19,352.00) dollars for the services rendered under this agreement. A breakdown of this amount is shown in Exhibit 2. The CONSULTANT shall bill MEAD & HUNT monthly based upon services completed and expenses incurred in the previous month. MEAD & HUNT shall bill Owner monthly on account of CONSULTANT's services and shall pay CONSULTANT within fourteen (14) days of the time MEAD & HUNT receives payment from Owner. Monthly invoices for services and expenses shall be itemized and include the number of hours worked by each employee, identified by name, assigned by the CONSULTANT to perform the services under this Agreement. The CONSULTANT shall maintain adequate books and records concerning transactions under this Agreement and make them available for inspection or audit by MEAD & HUNT or its authorized agent or representative..

## **4.0 CHANGES**

- 4.1 MEAD & HUNT may, without invalidating this Agreement and without prior notice, make any changes by altering, adding to, or reducing the services herein specified. If any such change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under this Agreement or otherwise affects any other provision of this Agreement, an equitable adjustment shall be made in the costs and/or fees constituting CONSULTANT's remuneration, the performance schedule, and in such other provisions of this Agreement as may be affected, and thereafter this Agreement shall be modified in writing accordingly.
- 4.2 Any claim by the CONSULTANT for adjustment under this Article shall be asserted in the form of a proposed amendment to this Agreement, responsive to the changes ordered by MEAD & HUNT, and must be submitted to MEAD & HUNT within thirty (30) days from the date the CONSULTANT received notification and details of change. Said amendment shall set forth the nature and amount of the increased or decreased costs and fees or other remuneration and the change in performance schedule if affected.
- 4.3 Failure of the parties to agree to any adjustment shall be a dispute to be settled under Article 17.0 of this Agreement; however, nothing in this clause shall excuse the



CONSULTANT from proceeding with the work as changed. Amendments to this contract shall be attached hereto as Exhibits.

## **5.0 INDEPENDENT CONTRACTOR STATUS**

The CONSULTANT shall perform the services required by this Agreement with its own equipment and according to its own means and methods, which shall remain in the exclusive charge and control of the CONSULTANT and which shall not be subject to any control or supervision by MEAD & HUNT or others except as to the results of said services. Further, it is expressly understood that MEAD & HUNT does not hereby hire or rent the use of any of the CONSULTANT's equipment or assume any liability for the use or method of use thereof. Moreover, this Agreement shall be deemed to constitute the CONSULTANT an independent contractor.

## **6.0 LICENSES, PERMITS, AND REGISTRATION**

The CONSULTANT shall comply with all federal, state, and local laws, rules, and regulations with regard to necessary licenses, permits, and registrations in the performance of the services of this Agreement. Any professional service performed under this Agreement in a state will be performed by professional practitioners duly registered in that state or by an associate engineer or architect similarly registered and qualified to perform such services.

## **7.0 AUTHORITY OF AGENTS**

It is agreed that whenever authority is conferred by the terms of this Agreement upon the CONSULTANT or MEAD & HUNT, such authority shall be exercised by individuals designated by name in writing and such authority shall not be delegated to or exercised by anyone except such named individuals; and that, without limiting the generality thereof, no change or extra work may be authorized in writing or otherwise by anyone except personally by such individuals as are named by MEAD & HUNT to act in its behalf.

## **8.0 LIMITATION OF THE CONSULTANT'S AUTHORITY**

Except upon written authorization by MEAD & HUNT, the CONSULTANT shall not:

- 8.1 Authorize deviations from any related Project Contract Documents.

- 8.2 Enter into areas and matters which are the responsibility of the Owner (Owner's Name), MEAD & HUNT, vendors, construction contractors, construction contractors' field superintendents, or construction contractors' subcontractors.
- 8.3 Expedite jobs for vendors or construction contractors.
- 8.4 Advise on or issue directions relative to any aspect of vendors' or construction contractors' work.

## **9.0 CONFIDENTIALITY**

The CONSULTANT understands that, in undertaking the work covered by this Contract, it is not authorized to make public statements or to issue information for general release concerning its role or that of MEAD & HUNT or its clients without prior permission of MEAD & HUNT. The CONSULTANT agrees to maintain strict confidentiality in matters concerning the purpose, duration or extent of studies, surveys, and tests conducted by the CONSULTANT or MEAD & HUNT throughout the duration of this Contract. The provisions of this clause shall apply to the CONSULTANT's communications with members of the public, governmental agencies, and all other individuals or organizations.

## **10.0 INSURANCE**

- 10.1 Since the scope of work outlined herein does not contemplate services which would involve the CONSULTANT's personnel in the direction of the Owner's, MEAD & HUNT's, or the Construction Contractors' field forces, nor in the operation of any construction equipment, the insurance coverage obligations of the CONSULTANT under this Contract are to be satisfied with standard public liability and property damage policies presently in force, which the CONSULTANT undertakes to maintain in full force and effect: viz., comprehensive general liability, and comprehensive automobile liability insurance in the amount of \$1,000,000.00 each occurrence/aggregate combined limit for bodily injury and property damage. In addition, the CONSULTANT shall secure and maintain Workmen's Compensation and Employer's Liability Insurance which fully comply with the requirements of state law and also, when and if fieldwork under this Contract is in progress, in the states in which such work is performed.
- 10.2 The liability of the CONSULTANT for injuries or death of persons or for property damage sustained or claimed by any person or corporation, including the Owner, arising out of work performed under this Agreement shall not be limited in extent and amount to the risks insured as above stated.

- 10.3 The CONSULTANT shall provide MEAD & HUNT with insurance certificates evidencing proof of coverage stipulated in Articles 10.1 and 10.2. Such certificates shall identify MEAD & HUNT, INC., as an "additional named insured." Certificates shall be filed with MEAD & HUNT prior to commencement of any work under this Agreement and in accordance with Article 21.0.
- 10.4 The CONSULTANT shall provide MEAD & HUNT with insurance certificated, evidencing proof of coverage for the CONSULTANT'S professional liability with a minimum limit of \$1,000,000 for each claim. Certificates shall be filed with MEAD & HUNT PRIOR to commencement of any work under this Agreement and in accordance with Article 21.0.

#### **11.0 INDEMNIFICATION**

The CONSULTANT shall indemnify MEAD & HUNT against all liability arising out of any negligent act, error, or omission of CONSULTANT under this Agreement and shall, at its own expense, defend MEAD & HUNT, its directors, officers, and employees against all claims, demands, or suits that may be brought against MEAD & HUNT as a result of any negligent act, error, or omission of CONSULTANT, provided that such claims are not the result in whole or in part of negligence, errors, omissions, or willful or wrongful acts of MEAD & HUNT, its directors, officers, or employees.

#### **12.0 PROPRIETARY INFORMATION AND PATENTS**

- 12.1 MEAD & HUNT and the CONSULTANT mutually promise to treat as confidential all information of technical, commercial, and industrial nature which may be revealed during their association under this Agreement. All designs, reports, specifications, technical data, and other documents prepared by either of them will remain the exclusive property of MEAD & HUNT. Use of such information in a manner detrimental to the interests of the other party is not agreed to nor to be permitted.
- 12.2 All specifications or similar contractual documents prepared by either or both of the parties to this Agreement intended for tender by or purchase from manufacturers or suppliers of systems and equipment will contain a clause (approved by the Owner prior to insertion) indemnifying the Owner, MEAD & HUNT and the CONSULTANT from all liability for patent or other use infringement arising from the specifications or use of the systems or equipment so furnished.

12.3 MEAD & HUNT agrees, subject to the aforesaid conditions, to defend, protect, and save harmless the CONSULTANT, its personnel, and special consultants against all loss, damage, liability, claims, demands, and expense for actual or alleged infringement of United States or foreign copyright or patent rights arising out of use or adoption of any designs, drawings, or specifications of MEAD & HUNT in connection with the Agreement or other agreements made pursuant hereto. Similarly, the CONSULTANT agrees to defend, protect, and save harmless MEAD & HUNT against all loss, damage, liability, claims, demands, and expense for actual or alleged infringement of United States or foreign copyright or patent rights arising out of use or adoption of any designs, drawings, or specifications of the CONSULTANT in connection with the Agreement or other agreements made pursuant hereto. The covenants herein are contingent upon (a) bona fide claims; (b) notice of infringement or of summons in any action therefor having been forwarded to the other party in writing within five (5) days after receipt thereof; and (c) the right to defend vesting in the indemnifying party.

### **13.0 MEAD & HUNT'S RESPONSIBILITY**

MEAD & HUNT shall provide full and timely information as to its requirements for the project and the general policies which shall guide the CONSULTANT in reaching prudent and expeditious decisions in respect to the prosecution of the work. MEAD & HUNT shall designate a representative authorized to act in its behalf and, when necessary, alternate or additional persons. MEAD & HUNT shall examine documents submitted by the CONSULTANT and render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the CONSULTANT's work.

### **14.0 THE CONSULTANT'S RESPONSIBILITY**

14.1 In the performance of these services, the CONSULTANT, its employees, officers, and directors shall exercise the degree of skill and care required by customarily accepted good professional engineering and technical practices and procedures. If the CONSULTANT, its employees, officers, or directors should fail to meet the standards specified in the preceding sentence, their obligation and liability to MEAD & HUNT shall include the CONSULTANT re-performance, at its own expense and without reimbursement by MEAD & HUNT, of any of its services which do not conform to the specified standard.

14.2 The CONSULTANT may also be liable, in contract or tort or otherwise, for any special, indirect, or consequential damages, including specifically but without limitation, loss of profits or revenue, loss of full or partial use of any equipment or facility, loss by reason of

the operation of any equipment or facility at less than rated capacity, cost of replacement power or utility service, cost of capital, loss of goodwill, claims of customers, or similar damages.

## **15.0 TERMINATION OR EXTENSION**

15.1 This Agreement may be terminated by either party upon thirty (30) days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the other. In the event of termination, the CONSULTANT shall be paid for services performed in accordance with its terms through no fault of the other. In the event of termination, the CONSULTANT shall be paid for services performed to termination date, including reimbursements then due.

15.2 This Agreement may be extended as required upon mutual consent of both parties.

## **16.0 FORCE MAJEURE**

16.1 In the event either party is rendered unable, wholly or in part, by "force majeure" to perform its duties under this Agreement, then, on said party giving notice and full particulars of such "force majeure" in writing or by telegram to the other party as soon as practical after the occurrence of the cause, the duties of said party so far as they are affected by such "force majeure" shall be suspended during the continuance of any inability so caused, but for no longer period, and the effects of such cause shall so far as possible be remedied with all reasonable dispatch. The affected party shall have no responsibility for the performance of service under this Agreement during delays caused by "force majeure."

16.2 The term "force majeure" as employed hereunder shall mean acts of God, acts or omission of governments, strikes, lockouts, or other industrial disturbances, riots, acts of the public enemy, wars, blockades, insurrections, epidemics, landslides, earthquakes, fire, storms, lightning, floods, washouts, civil disturbances, and any other acts or omissions similar to the kind herein enumerated, but not within the control of the affected party and which by the exercise of due diligence said party is unable to overcome.

## **17.0 DISPUTES AND MEDIATION**

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, MEAD & HUNT and the CONSULTANT agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-

binding mediation unless the parties mutually agree otherwise. MEAD & HUNT and the CONSULTANT further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

## **18.0 ASSIGNMENT**

None of the rights and/or obligations of either party hereunder may be assigned except with the prior express written consent of the other party, and any attempted assignment without such consent shall be void. However, CONSULTANT may subcontract any services which in MEAD & HUNT's opinion may be subcontracted to the advantage of the project. Subcontracting any part of the work shall not relieve the CONSULTANT of any of its obligations or liabilities. The CONSULTANT's subcontractors shall be subject to the approval of MEAD & HUNT.

## **19.0 AMENDMENT OF AGREEMENT**

This document, with Exhibits referred to herein and together with any written amendments hereto which may be agreed to mutually, constitutes the entire understanding and agreement between the parties with respect to the services to be provided hereunder and supersedes all previous negotiations, commitments, writings, and agreement with respect to the subject matter hereof. No waiver, alteration or amendment of any of the provisions hereof shall be binding unless in writing signed by the fully authorized representatives of the parties hereto.

## **20.0 AFFIRMATIVE ACTION/EQUAL EMPLOYMENT OPPORTUNITY**

MEAD & HUNT, INC., and its consultants are subject to the requirements of Executive Order 11246 as amended, Section 402 of the Vietnam Era Veterans Readjustment Act of 1972 as amended, Section 503 of Rehabilitation Act of 1973 as amended, and related rules and regulations of the Department of Labor and the Office of Federal Contract Compliance Programs. These requirements are:

- 20.1 Certification of compliance with the Equal Opportunity Clause set forth in Section 202 of Executive Order 11246 if the contract exceeds \$10,000 in any year.
- 20.2 Certification of nonsegregated facilities for its employees if the contract exceeds \$10,000 in any year.

- 20.3 Certification of the filing of annual reports on Standard Form 100 (EEO-1) if the value of the contract or purchase order exceeds \$50,000 and the consultant employs 50 or more people.
- 20.4 Certification of the development and maintenance of a written and signed Affirmative Action Program at each of the consultant's facilities if the value of the contract or purchase order exceeds \$50,000 and if the consultant employs 50 or more people.
- 20.5 Agreement to comply with the provisions of 41 CFR 60-741 relating to the employment of veterans if the value of the contract or purchase order is for \$10,000 or more.
- 20.6 Agreement to comply with the provisions of 41 CFR 60-741 relating to the employment of handicapped persons if the value of the contract or purchase order is for \$2,500 or more.

The CONSULTANT expressly agrees to comply with these requirements.

## **21.0 FEDERAL CLAUSES**

The provisions contained in Exhibit 3 are required to be contained in all contracts and subcontracts which are funded through the Airport and Airway Improvement Act and the Michigan Department of Transportation. The CONSULTANT expressly agrees to comply with these requirements and agrees to incorporate these clauses in any subcontract to this agreement that they may enter into. Any reference to "Contractor" in Exhibit 3 shall be construed as CONSULTANT for the purposes of this contract.

## **22.0 LEGAL NOTICE**

Any and all communication between the parties will be considered as having been legally delivered if sent to the following addresses:

TO: Commonwealth Associates, Inc.  
2700 W. Argyle Street  
Jackson, MI 49202  
Attention: Mr. Tim Davis, Project Coordinator

TO: MEAD & HUNT, INC.  
2605 East Airport Service Drive  
Lansing, Michigan 48906  
Attention: Ms. Stephanie Ward, Project Coordinator

If either of the parties should change its address, it shall, without delay, communicate the fact to the other by telegraph or airmail letter.

**23.0 LAW OF CONTRACT**

This Agreement shall be construed in accordance with the laws of the State of Michigan, provided that nothing contained herein shall be interpreted in such manner as shall render it unenforceable under the laws of the United States.

WITNESS:

\_\_\_\_\_

COMMONWEALTH ASSOCIATES, INC.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

WITNESS:

\_\_\_\_\_

MEAD & HUNT, INC.

By: \_\_\_\_\_

Title: Vice-President

Date: \_\_\_\_\_



## **EXHIBIT 1**

### **CONSULTANT SCOPE OF SERVICES**

Parcel 86 will be acquired in full-fee simple acquisition to allow for obstruction removal and preservation of the airspace from future penetrations or obstructions.

The CONSULTANT shall, either on their own or through a subconsultant approved by MDOT Bureau of Aeronautics and Freight Services (AERO) and the SPONSOR, conduct preliminary interviews with the property owner of the parcels (see attached sketch). The CONSULTANT will carry through with all the required appraisals and appraisal reviews, negotiations and closing actions, necessary to acquire the subject parcels. The following outlines the actions and activities required of the CONSULTANT, as part of this contract:

1. Be familiar with all procedures required to acquire necessary real property in accordance with city, state, and federal laws, procedures, and regulations.
2. Follow Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Federal Aviation Administration Order 5100.37A) under Public Law 91-646. The Federal Aviation Administration is hereinafter referred to as FAA.
3. Comply with rules and regulations as set forth in Land Acquisition/Relocation Under Airport Improvement Program (FAA Advisory Circular 150/5100-17).
4. Utilize acquisition and relocation forms from Advisory Circular 5100.37A or comparable forms approved by AERO.
5. Prepare and maintain at least two parcel files which include all documentation needed for FAA cost reimbursement. One copy of each parcel file shall be furnished to AERO for review and approval.
6. Secure title commitments to show ownership interests, easements, mineral leases, and all other interests and encumbrances.
7. A Phase I Environmental Site Assessment will be conducted on parcels since full acquisition is planned. If the SPONSOR requests additional analysis and/or Baseline Environmental Assessment, the CONSULTANT shall be entitled to additional compensation through an amendment to the Agreement.
8. Secure appraisals and appraisal reviews prepared by qualified persons.
9. Conduct relocation assessment (not included in this scope of services since the property in question are currently vacant parcels).
10. Meet with the parcel owner to determine/convey valid title interests, needed relocation services, and salvage value estimates and prepare preliminary interview which includes complete information on occupant, title, housing, land and plan.
11. Keep in close contact with Mead & Hunt, the SPONSOR and AERO and provide monthly progress reports. Detailed explanations and alternatives will be provided to Mead & Hunt, the SPONSOR and AERO for proper decision-making.
12. Abide by decisions made by the SPONSOR on questions concerning acceptability of any work performed on the project. All decisions made by AERO and SPONSOR are final.
13. Develop appropriate property maps, documenting all land interests which are dedicated for airport purposes, necessary for the appraisal process.

CONSULTANT: Commonwealth Associates, Inc. Date: June 22, 2007  
 AIRPORT LOCATION: Jackson PROJECT NO.: P-07-090  
 PROPOSED CONSULTANT BUDGET  
 Tylutki Property

TASK	PERSONNEL TITLES/HOURS				SUMMARY OF COSTS		
	Project Manager	Acquisition /Relocation Specialist	Home Office Clerical	Total	TOTAL PERSONNEL EXPENSE	TOTAL OUT OF POCKET EXPENSE	TOTAL AMOUNT BY TASK
1. Prelim Interview, Title Search	2	5	2	9	\$655	\$ -	\$655
2. Phase I ESA	2			2	\$196	\$2,376	\$2,572
3. Appraisal and Review	4			4	\$392	\$7,722	\$8,114
4. Negotiations	24		4	28	\$2,517	\$54	\$2,571
5. Relocation	15	40	8	63	\$4,816	\$108	\$4,924
6. Meetings	3	1.5		4.5	\$408	\$108	\$516
Total Hours	50	46.5	14	110.5			
Hourly Rate	\$52.00	\$40.00	\$21.50				
Personnel Subtotal (Hrs. x Rate)	\$2,600	\$1,860	\$301	\$4,761			
Overhead (Personnel x 70%)	\$1,820	\$1,302	\$211	\$3,333			
Profit (Personnel + Overhead x 11%)	\$486	\$348	\$56	\$890			
TOTAL	\$4,906	\$3,510	\$568	\$8,984	\$8,984	\$10,368	\$19,352

OTHER EXPENSES:

OUT OF POCKET EXPENSES	TASK 1	TASK 2	TASK 3	TASK 4	TASK 5	TASK 6	TOTAL
Phase I ESA- Quantum		\$2,200					\$2,200
Appraisal- Bratcher			\$5,500				\$5,500
Review- Walker			\$1,650				\$1,650
Misc Expenses				\$50	\$100	\$100	\$250
Administrative Expenses (8%)		\$176	\$572	\$4	\$8	\$8	\$768
TOTAL	\$ -	\$2,376	\$7,722	\$54	\$108	\$108	\$10,368

### **EXHIBIT 3**

#### **PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS**

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Act No. 453, Public Acts of 1976, the contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Further, in accordance with Act No. 220, Public Acts of 1976 as amended by Act No. 478, Public Acts of 1980, the contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of a handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants shall be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinbefore set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to insure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status or a handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status or handicap that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or his collective bargaining representative will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this appendix.
6. The contractor will comply with all relevant published rules, regulations, directive, and order of the Michigan Civil Rights Commission which may be in effect prior to the taking of bids for any individual state project.
7. The contractor will furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission, said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor as well as the contractor himself, and said contractor will permit access to his books, records, and accounts by the Michigan Civil Rights Commission, and/or its agent, for purposes of investigation to ascertain compliance with this contract and relevant with rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this agreement, the Civil Rights Commission may, as part of its order based up such findings, certify said finding to the Administrative board of the State of Michigan, which Administrative Board may order the cancellation of the contract found to have been violated, and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivision, departments, and officers, and including the governing boards of

institutions of higher education, until the contractor complies with said order of the Civil Rights. Notice of said declaration of future ineligibility may be given to an or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Civil Rights Commission to participate in such proceedings.

9. The contractor will include, or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission, and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

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### EXHIBIT 3 (continued)

#### APPENDIX B (Aeronautics)

#### CIVIL RIGHTS ACT OF 1964, TITLE VI - 49 CFR PART 21 CONTRACTUAL REQUIREMENTS

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor shall comply with the Regulations, relative to nondiscrimination in Federally assisted programs of the Department of Transportation (hereinafter, "DOT"), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter, "Regulations"), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or natural origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including but not limited to:
  - (a) Withholding of payments to the contractor under the contract until the contractor complies, and/or
  - (b) Cancellation, termination, or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**Attachment "F"**  
**NON-CONSTRUCTION CONTRACT**  
**CIVIL RIGHTS ACT OF 1964, TITLE VI**  
**49 CFR PART 21**  
**CONTRACTUAL REQUIREMENTS**

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

**1.1 Compliance with Regulations.** The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

**1.2 Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

**1.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

**1.4 Information and Reports.** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

**1.5 Sanctions for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

**1.6 Incorporation of Provisions.** The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520 GENERAL  
CIVIL RIGHTS PROVISIONS  
49 U.S.C. 47123**

The contractor assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport a program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

**ACCESS TO RECORDS AND REPORTS  
49 CFR PART 18.36(i)**

The Contractor shall maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

**RIGHTS TO INVENTIONS  
49 CFR Part 18.36(i)(8)**

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

**DISADVANTAGED BUSINESS ENTERPRISES  
49 CFR Part 26**

**Contract Assurance (§26.13)** - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

**Prompt Payment (§26.29)** - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than ten days from the receipt of each payment the prime contractor receives from the Sponsor or the Sponsor's Agent. The prime contractor agrees further to return retainage payments to each subcontractor within ten days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor or the Sponsor's Agent. This clause applies to both DBE and non-DBE subcontractors.

**LOBBYING AND INFLUENCING FEDERAL EMPLOYEES**  
**49 CFR Part 20, Appendix A**

(1) No Federal appropriated funds shall be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

**TRADE RESTRICTION CLAUSE**  
**49 CFR PART 30**

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.



Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

**TERMINATION OF CONTRACT**  
**49 CFR Part 18.36(i)(2)**

a. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.

b. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

c. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.

d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.

e. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION**  
**49 CFR Part 29**

The bidder/offeror certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

**BREACH OF CONTRACT TERMS**  
**49 CFR Part 18.36**

Any violation or breach of terms of this contract on the part of the contractor or their subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

## **EXHIBIT 4**

### **SUMMARY OF ASSUMPTIONS BY THE CONSULTANT**

**Mead & Hunt – Jackson County Airport**

**Parcel 86 - Tylutki Property**

**CAI Proposal No.: P-07-090**

#### **Land Acquisition Staff**

- |                    |                 |
|--------------------|-----------------|
| ➤ Tim Davis, SR/WA | Project Manager |
| ➤ Desmond Kirkland | Specialist      |
| ➤ Jeannine Myers   | Specialist      |
| ➤ Sallie Martin    | Clerical        |

#### **Sub-Consultants**

- George Bratcher, MAI, SRA, Bratcher & Associates - Appraisals
- Charles Frank Walker - Appraisal Reviews
- Quantum Environmental, Inc. - Phase I ESA

#### **Assumptions and Conditions of Estimate**

1. The project consists of
  - Fee acquisition of one parcel (+/- 36 acres) improved with two houses, multiple barns and ponds. Current uses include two residential properties, aggregate storage and rental property.
  - One residential 180 day owner occupant relocation.
  - One residential 180 day tenant relocation.
  - Three business relocations: John R. Tylutki Excavating; Adams Outdoor Advertising (storage area only); landlord
  - The billboard will need to be relocated, however, it should be able to be relocated on airport property and not require additional property acquisition. Should acquisition be necessary, additional compensation will be necessary.
2. Demolition is not required under this contract.
3. No portion of the railroad interest needs to be secured.

#### **Right-of-Way Services**

CAI's land services staff will:

1. Obtain title commitment. (Client will be responsible for title policy costs at closing.)
2. Perform preliminary interviews with each owner/tenant.
3. Coordinate completion of Phase I ESA.
4. Provide a complete, self contained, appraisal and review.
5. Prepare offers and other acquisition documents as required.

6. Prepare relocation determinations, eligibility forms, claims and other relocation documents as required.
7. Present offer and perform good faith negotiations (if required) with owner to secure rights.
8. Perform relocation task including but not limited to:
  - Advisory assistance including replacement property searches in compliance with the Uniform Relocation Act and MDOT/Bureau of Aeronautics policies
  - DS&S inspections
  - Move inspections
9. Maintain files and document all contact with landowners and tenants.
10. Coordinate closing. If an agreement cannot be reached CAI will prepare an unsecured package and submit it to the client with a recommendation for condemnation.

#### **Right-of-Way Services Deliverables**

1. Complete file including: executed documents/Deed or unsecured package; contact notes; offer; relocation documents; misc parcel information.

**RESOLUTION (10-07.37 )  
AUTHORIZING THE COUNTY BOARD OF COMMISSIONERS  
CHAIR, James E. Shotwell Jr. TO SIGN MDOT CONTRACT  
#2007-0791 (FEDERAL PROJECT #B-26-0051-1905),**

***For Property Acquisition Services for the Tylutki Parcel #86***

**WHEREAS**, The FAA has indicated that Runways at the Jackson County Airport do not have required “safety areas” at their respective ends and approaches; and

**WHEREAS**, Because of the Runway Safety Project a new Runway 7-25 will be constructed requiring acquisition of private property located in the southwest corner of the airport, specifically, the Tylutki property (parcel #86); and

**WHEREAS**, Federal law requires that before land can be acquired a number of steps need to be taken, including, but not limited to; formal appraisals, appraisal review, environmental study, owner interviews and price negotiations; and

**WHEREAS**, This project is necessary and in the public interest; and

**WHEREAS**, Grant funds in the amount of \$25,000 were allocated by the Michigan Bureau of Aeronautics and Freight Services with an allocation of \$20,000 Federal; \$4,375 State and \$625 Local match amounts and were deemed necessary and in the public interest; and

**WHEREAS**, The engineering firm of Mead and Hunt will be contracted under separate contract to facilitate land these acquisition services; and

**WHEREAS**, The Jackson County Board of Commissioners has legal authority to approve this resolution and sponsor contract; and

**WHEREAS**, James E. Shotwell, Jr., is the Chairman of the Jackson County Board of Commissioners and has authority to sign such resolution and contract; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Jackson County Board of Commissioners approves of the referenced grant and contract authorizes James E. Shotwell Jr. to sign on behalf of the Jackson County Board of Commissioners.

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James E. Shotwell, Jr., Chairman  
October 16, 2007

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STATE OF MICHIGAN            )  
  ) ss.  
COUNTY OF JACKSON         )

I, Amanda Riska, the duly qualified and acting Clerk of the County of Jackson, Michigan, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the County Board of Commissioners of the County of Jackson, State of Michigan, at a regular meeting held on October 16, 2007 at which meeting a quorum was present and remained throughout and that an original thereof is on file in the records of the County. I further certify that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act No. 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

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Amanda Riska, County Clerk

Date: \_\_\_\_\_

# JACKSON COUNTY PARKS

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## Memorandum

**To:** Randy Treacher, Acting Administrator  
**From:** Jim Guerriero, Parks Director  
**Date:** September 28, 2007  
**Re:** Parks Commission recommendations for County Affairs Committee

---

Motion and approval to recommend approval to the County Board of a Quit Claim Deed and Agreement with Summit Township for a Land Transfer and Maintenance Agreement for creation of a trail head for the Falling Waters Trail located on Weatherwax Road.

### **BACKGROUND**

Summit Supervisor said he has spoken with Randy and Chairman Shotwell regarding the issue and sent Randy the Quit Claim Deed and Agreement. I would suggest Randy turn it over to the County Attorney for a recommendation and any modifications needed.

# JACKSON COUNTY PARKS

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## Memorandum

**To:** Randy Treacher, Acting Administrator  
**From:** Jim Guerriero, Parks Director  
**Date:** September 28, 2007  
**Re:** Parks Commission recommendations for County Affairs Committee

---

Motion and approval by Parks Board to recommend that the County Board approve the Cascades Golf Course being a target site for the City of Jackson/Summit Township deer harvest, contingent upon there being no cost to the Parks Department.

### **BACKGROUND**

To have an effective deer harvest, the Cascades should be included in the kill zone. Many of the deer go back and forth between Ella Sharp Park and the Cascades. The Cascades Golf Superintendent reports that there are too many deer on the course and they cause damage to the greens and sand traps.

# JACKSON COUNTY PARKS

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## Memorandum

**To:** Randy Treacher, Acting Administrator  
**From:** Jim Guerriero, Parks Director  
**Date:** September 28, 2007  
**Re:** Parks Commission recommendations for County Affairs Committee

---

Motion and approval by Parks Board to recommend that the County Board approve to suspend certain parts of the County Parks Ordinance (County Ordinance #7 – a legal county ordinance) to allow the use of weapons for a controlled Deer Harvest.

### **BACKGROUND**

Specifically **Chapter V, Section 1: Animals and Birds**; and **Chapter VIII, Section 5: Weapons**  
(Attached)



**Amended Ordinance for the Use, Protection, Regulation and Control  
of the Property of the  
Jackson County Parks and Recreation Commission**

**Chapter I  
Short Title and Citation**

This Ordinance shall be known and cited as the "Jackson County Parks and Recreation Commission Ordinance".

**Chapter II  
Construction of Words and Definitions**

Section 1: Construction of Words

Whenever this Ordinance shall use any word, importing the plural number, describing, or referring to, any matters, parties, or persons, any single matter, party or person shall also be included although distributive words are not used.


Likewise, whenever this Ordinance shall refer to any subject matter, party, or person, by words importing the singular number or the masculine gender only, several matters, parties, or persons female as well as male and bodies corporate, shall also be included although distributive words are not used.

Section 2: Definitions

- A. "Commission" means the Jackson County Parks and Recreation Commission.
- B. "Commission Property" means all lands, waters and property administered by, or under the jurisdiction of, the Jackson County Parks and Recreation Commission.
- C. "Camping" means the overnight lodging or sleeping of persons on the ground or in any other manner, or in any sleeping bag, tent, trailer-tent, trailer coach, vehicle camper, or in any other conveyance erected, parked or placed on the premises or waters within any park or recreation area administered by the Jackson County Parks and Recreation Commission.

## **Chapter V**

### **Protection of Wildlife**



#### Section 1: Animals and Birds

Upon the property of the commission, no person shall hunt, trap, catch, wound, kill, pursue, molest, or poison, or attempt to hunt, trap, catch, wound, kill, pursue, molest, or poison, any bird or animal, disturb, molest or rob any nest of any bird or the lair, den or burrow, of any animal, without the permission of the Director.

#### Section 2: Water Fowl Hunting

The Commission or the Director may designate limited areas in which water fowl hunting will be permitted.

#### Section 3: Fishing

The Commission or the Director may permit fishing, in accordance with the laws of the State of Michigan and the rules of the Department of Natural Resources, in areas designated for fishing.

#### Section 4: Contraband

All game, animals, fowl, birds, fish and other aquatic life hunted, killed, taken or destroyed, bought, sold, battered, or in possession, contrary to this Chapter, shall be, and is declared contraband, and the same shall be subject to seizure and confiscation by the Director or any employee, who shall turn the same over to the Michigan Department of Natural Resources for disposal.

## **Chapter VI**


### **Regulation of Sports, Games, Activities and Other Uses**

#### Section 1: Swimming, Bathing and Wading

No person shall, upon the property of the Commission:

- A. Swim, bathe, or wade, between sunset and sunrise, in any of the watercourses, lakes, ponds, or sloughs;

- M. Wilfully destroy, damage, or in any manner deface, destroy or injure any property not his or her own.
- N. Without the owner's permission, disable, or attempt to disable, in whole or in part, any motor vehicle by any means, including but not limited to (1) (deflating the tires) or (2) placing a damaging substance in or on the motor vehicle.
- O. Disturb the peace by loud, boisterous, or vulgar conduct, works, or improper diversions.
- P. Utter any insulting or fighting words which by their very utterance directly tend to incite an immediate breach of the peace.
- Q. Engage in any disturbance, fight, quarrel, or altercation.
- R. Engage in any indecent or obscene conduct or violate MCL 750.335a; MSA 28.567(1) (indecent exposure).
- S. Violate MCL 722.642; MSA 28.282 (minor possessing or using tobacco).
- T. Violate any controlled substances provision. MCL 333.7401, et seq; MSA 14.15(7401) et seq.



#### Section 5: Weapons

No person shall, at any time, bring into or upon the property of the Commission, or have in his possession, whether concealed or otherwise, any weapon including, but not limited to, a firearm, revolver, pistol, shotgun, rifle, air rifle, air gun, water gun, bow and arrow, slingshot, cross bow, spear or spear gun, switchblade, knife, dirk, dagger, stiletto, sword, blackjack, bully club, bludgeon, whip, ax, or any weapon capable of discharging a projectile, either by air, spirit, gas or explosive, any explosive substance of any other force, or any other dangerous weapon; provided that this Section shall not apply to any duly sworn peace officer while carrying out his duties, or to any person properly hunting or target practicing in areas designated by the Director for such activities.

#### Section 6: Fireworks

No person shall, upon the property of the Commission, fire discharge, or have in his possession, any firework or any substance of an explosive nature, without the permission of the Director.

**STATEMENT SHOWING STATE EQUALIZED VALUATIONS AND MILLS  
APPORTIONED BY THE COUNTY BOARD OF COMMISSIONERS OF  
THE COUNTY OF JACKSON FOR THE YEAR 2007**

Michigan Department of Treasury, STC  
L-4402 (Rev 9-01)

**TO: DEPARTMENT OF TREASURY  
STATE TAX COMMISSION  
TREASURY BUILDING  
LANSING, MICHIGAN 48922**

This report is issued under the authority of PA  
282 of 1905. Filing of this report is mandatory.  
Failure to complete and file this report may

1	2	3	MILLAGES		6		
			TAXABLE VALUE	SEPARATE OR ALLOCATED		EXTRA-VOTED	
						4	5
			OPERATING	BLDG & SITE & DEBT	PURPOSE		
1							
STATE EDUCATION TAX	4,450,151,267		6.0000		State Education Tax		
COUNTY OF JACKSON	4,334,040,824	5.1187	0.8722		Med Care Facility 0.1398 Jail 0.4851 Sr Services 0.2473		
TOWNSHIPS:							
01 BLACKMAN	531,685,149	0.8313	1.8496		Public Safety		
Blackman Ren Zone	742,210						
Blackman Tool & Die Ren Zone	401,913						
02 COLUMBIA	333,516,219	0.7214	1.3853		0.9236 police & 0.4617 fire		
Tool & Die Ren Zone	949,529						
03 CONCORD	74,218,365	0.8322	0.9435		Roads		
04 GRASS LAKE	215,982,232	0.7033	1.4854		Fire		
Tool & Die Ren Zone	298,110						
05 HANOVER	118,306,142	0.7728	0.8395		Fire		
06 HENRIETTA	135,373,884	0.7818					
07 LEONI	394,993,699	0.7671	1.2311		Fire		
Leoni Ren Zone	1,840,812						
08 LIBERTY	109,114,600	0.7603					
09 NAPOLEON	221,479,649	0.8042		1.27	Township Hall		
Tool & Die Ren Zone	823,728						
10 NORVELL	116,573,656	0.7791	0.9249		Police		
11 PARMA	65,009,509	0.8569	1.2399		Fire		
12 PULASKI	45,062,936	0.7388	1.4118		Fire		
13 RIVES	121,852,396	0.7758					
14 SANDSTONE	136,967,272	0.7929	1.2042		Fire		
15 SPRING ARBOR	194,769,644	0.8668	1.0145		Fire		
Tool & Die Ren Zone	1,426,161						
16 SPRINGPORT	45,957,510	0.8386	1.5000		Fire		
17 SUMMIT	634,199,570	0.8168					
Summit Ren Zone	2,684,302						
18 TOMPKINS	71,186,913	0.9002					
19 WATERLOO	109,439,186	0.8464	0.4261		Public Safety		
	3,684,855,296						
	765,295,971						
	4,450,151,267						



**STATEMENT SHOWING STATE EQUALIZED VALUATIONS AND MILLS  
APPORTIONED BY THE COUNTY BOARD OF COMMISSIONERS OF  
THE COUNTY OF JACKSON FOR THE YEAR 2007**

This report is issued under the authority of P.A. 282 of 1905.

Filing of this report is mandatory. Failure to complete and file  
this report may result in a fine of \$100.

7	8	9	10
CITIES:	TAXABLE VALUE	TOTAL TAX RATES	DOLLARS OF AD VALOREM TAXES LEVIED
JACKSON	658,352,293	14.6889	9,670,471.00
City of Jackson Ren Zone	106,220,108	0.7500	79,665.08
City of Jackson Tool & Die Ren Zone	723,570		
	765,295,971		
TOTAL CITIES			9,750,136.08
VILLAGES:			
BROOKLYN	38,662,121	13.7469	531,484.31
Tool & Die Ren Zone	97,575	3.5500	346.39
CONCORD	24,069,377	14.8574	357,608.36
CEMENT CITY	985,978	4.5694	4,505.33
GRASS LAKE	28,210,352	7.0732	199,537.46
HANOVER	7,280,846	8.3024	60,448.50
PARMA	36,387,859	4.7056	171,226.71
SPRINGPORT	8,709,429	17.0409	148,416.51
			1,473,573.57

**CERTIFICATION**

I hereby certify that this report is a true statement of the taxable valuations of each assessing district and of all ad valorem millages apportioned by the County Board of Commissioners of the County of Jackson for the year 2007.

\_\_\_\_\_  
Signature of County Equalization Director

**NOTARIZATION**

\_\_\_\_\_  
Notary Public

STATE OF MICHIGAN  
COUNTY OF

Subscribed before me this \_\_\_\_\_ day of October, 2007  
My commission as notary expires \_\_\_\_\_

**IT IS IMPORTANT THAT ALL CITY AD VALOREM TAXES BE ENTERED ON THIS SHEET  
COUNTY BOARD OF COMMISSIONERS DO NOT CERTIFY CITY OR VILLAGE TAX RATES  
THESE RATES ARE FOR INFORMATIONAL PURPOSES ONLY  
LIST ALL SCHOOL DISTRICTS ON PAGE 4.**

**STATEMENT SHOWING STATE EQUALIZED VALUATIONS AND MILLS  
APPORTIONED BY THE COUNTY BOARD OF COMMISSIONERS OF  
THE COUNTY OF JACKSON FOR THE YEAR 2007**

11 Taxing Gov. Authority	12 TAXABLE VALUE	13 TOTAL TAX RATES	14 DEBT TAX RATES
District Libraries:			
JACKSON DISTRICT LIBRARY	4,334,040,824	0.8593	
OTHER:			
City of Jackson DDA	87,284,366	1.9996	
Jackson Transportation Authority (City of Jackson only)	658,352,293	0.9597	
Stockbridge Area Emergency Services Authority (Waterloo Twp only)	109,439,186	1.0994	

Use this sheet to list all authorities within the county such as; District Libraries, Fire Authorities, DDA, etc.  
List all school districts on page 4.

**STATEMENT SHOWING STATE EQUALIZED VALUATIONS AND MILLS  
APPORTIONED BY THE COUNTY BOARD OF COMMISSIONERS OF  
THE COUNTY OF JACKSON FOR THE YEAR 2007**

Michigan Department of Treasury, STC  
L-4402 (Rev 9-01)

renzone out of total

1		2	3	4	MILLAGES			8
ALL PROPERTY	NON- HOME STEAD	SCHOOL DISTRICTS  NAME AND CODE	TOWNSHIP OR CITY WHERE SCHOOL DISTRICT IS LOCATED	TAXABLE VALUE	5 ISD's ONLY SEPARATE OR ALLOCATED	EXTRA-VOTED		COUNTY USE  (NOTES, REMARKS, COMMENTS)
						6 OPERATING	7 BLDG & SITE & DEBT	
X		ADDISON SCHOOL 46020	LIBERTY	190,959				
	X	" 46020	LIBERTY	17,496		18.0000		
		Total Addison	17,496	190,959				
X		ALBION SCHOOL 13010	CONCORD	3,840,555			3.4200	95 DEBT
	X	" 13010	CONCORD	368,008		18.0000		
X		" 13010	PARMA	6,361,513			3.4200	95 DEBT
	X	" 13010	PARMA	1,856,370		18.0000		
		Total Albion	2,224,378	10,202,068				
X		CHELSEA SCHOOL 81040	GRASS LAKE	806,944			7.9250	7.00debt + 0.9250 sinking fund
	X	" 81040	GRASS LAKE	207,067		18.0000		
X		" 81040	WATERLOO	37,059,568			7.9283	7.00debt + 0.9250 sinking fund
	X	" 81040	WATERLOO	8,450,170		18.0000		
X		CHELSEA / GRASS LK 1504	GRASS LAKE	223,619			0.0000	(97 GL debt)
	X	" 1504	GRASS LAKE	139,747			0.0000	(97 GL debt)
		Total Chelsea	8,657,237	38,090,131				
X		COLUMBIA SCHOOL 38040	COLUMBIA	316,448,824			1.4000	1.16 98 debt + 0.24 2002 debt
	X	" 38040	COLUMBIA	112,642,243		18.0000		
	X	" 38040	Tool & Die Ren Zone	949,529			1.4000	0.9730 debt + 0.3892 debt
X		" 38040	LIBERTY	28,896,729			1.4000	0.9730 debt + 0.3892 debt
	X	" 38040	LIBERTY	5,157,634		18.0000	1.4000	
X		" 38040	NORVELL	80,482,873			1.4000	0.9730 debt + 0.3892 debt
	X	" 38040	NORVELL	25,824,820		18.0000		
X		COLUMBIA / NAPOLEON 2208	COLUMBIA	78,287		18.0000	1.1600	(C 98 debt 1.16 + 0.0 / N 79 debt )**transfer expi
		Total Columbia	143,624,697	425,906,713				Columbia School collects 100% in Summer
X		CONCORD SCHOOL 38080	CONCORD	61,714,728			2.5291	2002 debt
	X	" 38080	CONCORD	13,864,141		18.0000		
X		" 38080	PARMA	2,494,767			2.5291	2002 debt
	X	" 38080	PARMA	331,116		18.0000		
X		" 38080	PULASKI	30,762,884			2.5291	2002 debt
	X	" 38080	PULASKI	5,991,112		18.0000		
X		" 38080	HANOVER	3,570,044			2.5291	2002 debt
	X	" 38080	HANOVER	492,741		18.0000		
X		" 38080	SPRING ARBOR	35,315,847			2.5291	2002 debt
	X	" 38080	SPRING ARBOR	4,463,189		18.0000		
X		CONCORD / HANOVER 0105	PULASKI	18,500		18.0000	0.0000	79 debt HH **transfer expired
	X	" 0105	PULASKI	7,148			2.5291	2002 debt
		Total Concord	25,149,447	133,876,770				Concord School collects 100% in Winter
X		EAST JACKSON 38090	BLACKMAN	39,324,853			5.8800	96 debt 3.25 + 05 debt 2.63
	X	" 38090	BLACKMAN	27,657,237		18.0000		
		" 38090	BLACKMAN REZ	742,210			5.8800	96 debt 3.25 + 05 debt 2.63
X		" 38090	CITY OF JACKSON	268,790			5.8800	96 debt 3.25 + 05 debt 2.63
	X	" 38090	CITY OF JACKSON	268,790		18.0000		
X		" 38090	HENRIETTA	4,005,887			5.8800	96 debt 3.25 + 05 debt 2.63
	X	" 38090	HENRIETTA	410,482		18.0000		
X		" 38090	LEONI	170,679,955			5.8800	96 debt 3.25 + 05 debt 2.63
	X	" 38090	LEONI	70,578,757		18.0000		
			Leoni Tool & Die Ren Zone	102,347				



X		"	38090	SUMMIT	651,977		5.8800	96 debt 3.25 + 05 debt 2.63
	X	"	38090	SUMMIT	209,651	18.0000		
X		"	38090	WATERLOO	8,708,739		5.8800	96 debt 3.25 + 05 debt 2.63
	X	"	38090	WATERLOO	5,573,185	18.0000		
		Total East Jackson		104,698,102	223,640,201			East Jackson collects 100% in Summer.
X		GRASS LAKE	38050	GRASS LAKE	202,576,900		7.0000	97d =0.9026+2000d = 4.5059+2005 d = 1.5915
	X	"	38050	GRASS LAKE	51,137,267	18.0000		
	X	"	38050	Tool & Die Ren Zone	298,110		7.0000	
X		"	38050	LEONI	27,726,412		7.0000	97d =0.9026+2000d = 4.5059+2005 d = 1.5915
	X	"	38050	LEONI	4,726,309	18.0000		
X		"	38050	WATERLOO	20,996,996		7.0000	97d =0.9026+2000d = 4.5059+2005 d = 1.5915
	X	"	38050	WATERLOO	3,243,243	18.0000		
X		GRASS LAKE / NAPOL #2	0431	GRASS LAKE	0		7.0000	97d =0.9026+2000d = 4.5059+2005 d = 1.5915
		Total Grass Lake		59,106,819	251,300,308			Grass Lake Collects 100% in Summer.
X		HANOVER-HORTON	38100	HANOVER	114,736,098		4.6000	3.00 05 debt + 0.60 06 debt + 1.0 Sinking Fund
	X	"	38100	HANOVER	23,782,595	18.0000		
X		"	38100	LIBERTY	78,095,307		4.6000	3.00 05 debt + 0.60 06 debt + 1.0 Sinking Fund
	X	"	38100	LIBERTY	14,646,384	18.0000		
X		"	38100	PULASKI	8,948,807		4.6000	3.00 05 debt + 0.60 06 debt + 1.0 Sinking Fund
	X	"	38100	PULASKI	1,087,460	18.0000		
X		"	38100	SPRING ARBOR	670,193		4.6000	3.00 05 debt + 0.60 06 debt + 1.0 Sinking Fund
	X	"	38100	SPRING ARBOR	19,606	18.0000		
X		"	38100	SUMMIT	5,721,592		4.6000	3.00 05 debt + 0.60 06 debt + 1.0 Sinking Fund
	X	"	38100	SUMMIT	453,518	18.0000		
		Total Hanover Horton		39,989,563	208,171,997			Hanover Horton collects 100% in Summer
X		HOMER SCHOOL	13080	PULASKI	1,278,005	18.0000		
	X	"	13080	PULASKI	48,815		4.5000	2004 debt
		Total Homer		48,815	1,278,005			
X		JACKSON PUBLIC	38170	CITY OF JACKSON	652,776,624		2.4500	99 debt 0.75 + 04 debt 1.50 + 0.20 sinking fund
	X	"	38170	CITY OF JACKSON	381,030,885	18.0000		
X		"	38170	CITY OF JACKSON REZ	106,943,678		2.4500	99 debt 0.75 + 04 debt 1.50 + 0.20 sinking fund
X		"	38170	BLACKMAN	100,664,026		2.4500	99 debt 0.75 + 04 debt 1.50 + 0.20 sinking fund
	X	"	38170	BLACKMAN	71,480,549	18.0000		
		"		BLACKMAN REZ	50,854			
X		"	38170	LIBERTY	1,037,083		2.4500	99 debt 0.75 + 04 debt 1.50 + 0.20 sinking fund
	X	"	38170	LIBERTY	595,873	18.0000		
X		"	38170	NAPOLEON	3,966,935		2.4500	99 debt 0.75 + 04 debt 1.50 + 0.20 sinking fund
	X	"	38170	NAPOLEON	2,678,063	18.0000		
	X	"	38170	Tool & Die Ren Zone	823,728		2.4500	99 debt 0.75 + 04 debt 1.50 + 0.20 sinking fund
X		"	38170	SUMMIT	521,653,674		2.4500	99 debt 0.75 + 04 debt 1.50 + 0.20 sinking fund
	X	"	38170	SUMMIT	132,187,190	18.0000		
X		"	38170	SUMMIT REZ	2,684,302		2.4500	99 debt 0.75 + 04 debt 1.50 + 0.20 sinking fund
		Total Jackson Public		587,972,560	1,280,922,070			Jackson Public collects 100% in Summer
X		JONESVILLE SCHOOL	30030	PULASKI	772,284		7.4700	1999 debt
	X	"	30030	PULASKI	146,298	18.0000		
		Total Jonesville		146,298	772,284			
X		LESLIE SCHOOL	33100	RIVES	15,878,814		7.3900	95 debt & 98 refin
	X	"	33100	RIVES	2,423,841	17.0617		
X		"	33100	TOMPKINS	6,616,071		7.3900	95 debt & 98 refin
	X	"	33100	TOMPKINS	1,852,290	17.0617		
		Total Leslie		4,276,131	22,494,885			
X		LITCHFIELD SCHOOL	30040	PULASKI	3,282,456		2.9500	05 debt 2.95
	X	"	30040	PULASKI	841,255	18.0000		
		Total Litchfield		841,255	3,282,456			
X		MANCHESTER SCHOOL	81080	GRASS LAKE	341,169		7.0000	various debts

	X	"	81080	GRASS LAKE	3,191		18.0000		
X		"	81080	NORVELL	1,849,373			7.0000	various debts
	X	"	81080	NORVELL	190,299		18.0000		
		Total Manchester		193,490	2,190,542				
X		MICHIGAN CENTER	38120	CITY OF JACKSON	4,162,534			3.4015	sinking fund
	X	"	38120	CITY OF JACKSON	4,162,534		18.0000		
X		"	38120	LEONI	196,689,679			3.4015	sinking fund
	X	"	38120	LEONI	61,170,732		18.0000		
X		"	38121	LEONI REZ	1,738,465			3.4015	
		Total Michigan Center		65,333,266	200,852,213				
X		NAPOLEON	38130	COLUMBIA	16,989,108			2.3500	94 debt
	X	"	38130	COLUMBIA	3,262,494		17.2683		
X		"	38130	GRASS LAKE	12,033,600			2.3500	94 debt
	X	"	38130	GRASS LAKE	1,979,914		17.2683		
X		"	38130	NAPOLEON	216,688,986			2.3500	94 debt
	X	"	38130	NAPOLEON	65,748,419		17.2683		
X		"	38130	NORVELL	34,241,410			2.3500	94 debt
	X	"	38130	NORVELL	6,612,257		17.2683		
		Total Napoleon		77,603,084	279,953,104				Napoleon collects 100% in summer
X		NORTH ADAMS SCHOOL	30050	LIBERTY	894,522			2.9767	90 debt 2.30 + 04 sinking fund 0.6767
	X	"	30050	LIBERTY	538,097		18.0000		
		Total North Adams		538,097	894,522				
X		NORTHWEST	38140	CITY OF JACKSON	1,397,768			0	
	X	"	38140	CITY OF JACKSON	1,397,768		18.0000		
X		"	38140	BLACKMAN	334,884,308			0	
	X	"	38140	BLACKMAN	157,953,778		18.0000		
		"	38140	Blackman Tool & Die Ren Zo	93,138				
X		"	38140	HENRIETTA	95,955,195			0	
	X	"	38140	HENRIETTA	17,248,243		18.0000		
X		"	38140	RIVES	105,875,682			0	
	X	"	38140	RIVES	19,256,984		18.0000		
X		"	38140	SANDSTONE	26,219,422			0	
	X	"	38140	SANDSTONE	2,032,558		18.0000		
X		"	38140	TOMPKINS	39,192,872			0	
	X	"	38140	TOMPKINS	8,593,565		18.0000		
X		N'WEST / LESLIE # 3	0941	RIVES	97,900		18.0000	0	Stockbridge 73 debt - paid off
		Total Northwest		206,576,034	603,623,147				Northwest School levies 100% in Summer.
X		SPRINGPORT SCHOOLS	38150	PARMA	26,665,126			8.9500	1.94-03 debt + 4.38-05 debt 2.63 06 debt
	X	"	38150	PARMA	4,601,117		18.00		
X		"	38150	SPRINGPORT	45,957,510			8.9500	1.94-03 debt + 4.38-05 debt 2.63 06 debt
	X	"	38150	SPRINGPORT	11,400,052		18.00		
X		"	38150	TOMPKINS	20,848,009			8.9500	1.94-03 debt + 4.38-05 debt 2.63 06 debt
	X	"	38150	TOMPKINS	4,218,729		18.00		
		Total Springport		20,219,898	93,470,645				Springport levies 100% in Winter.
X		STOCKBRIDGE SCHOOL	33200	HENRIETTA	35,412,802			4.4000	00 debt 3.17(refin 2005)+00 debt 1.23
	X	"	33200	HENRIETTA	4,539,754		18.0000		
X		"	33200	WATERLOO	42,673,883			4.4000	00 debt 3.17(refin 2005)+00 debt 1.23
	X	"	33200	WATERLOO	9,264,316		18.0000		
		Total Stockbridge		13,804,070	78,086,685				
X		VANDERCOOK LAKE	38020	SUMMIT	105,921,096			4.2000	97 debt
	X	"	38020	SUMMIT	35,557,470		17.4174		
		Total Vandercook Lake		35,557,470	105,921,096				Vandercook levies 100% in Summer
X		WESTERN	38010	BLACKMAN	57,905,231			7.0000	02 debt
	X	"	38010	BLACKMAN	49,550,860		18.0000		
		"		Blackman Tool & Die Ren Zo	257,921				

X		"	38010	CONCORD	8,663,082			7.0000	02 debt
	X	"	38010	CONCORD	2,031,331		18.0000		
X		"	38010	PARMA	29,488,103			7.0000	02 debt
	X	"	38010	PARMA	7,623,490		18.0000		
X		"	38010	SANDSTONE	110,747,850			7.0000	02 debt
	X	"	38010	SANDSTONE	44,196,747		18.0000		
X		"	38010	SPRING ARBOR	158,783,604			7.0000	02 debt
	X	"	38010	SPRING ARBOR	38,200,804		18.0000		
X		"	38010	Tool & Die Ren Zone	1,426,161			7.0000	02 debt
X		"	38010	SUMMIT	251,231			7.0000	02 debt
	X	"	38010	SUMMIT	251,231		18.0000		
X		"	38010	TOMPKINS	4,529,961			7.0000	02 debt
	X	"	38010	TOMPKINS	1,092,955		18.0000		
X		Western/Springport #3	1232	PARMA	0			7.0000	02 debt
	X	Western/Springport #3	1232	PARMA	0				
		Total Western		142,947,418	370,369,062				Western levies 100% in Summer.
		JACKSON INTERMEDIATE	38---		all properties				
		COLUMBIA	38040		426,856,242	0.3422	7.7541		2.4836 Voc Ed 5.6127 Sp Ed
		COLUMBIA	38040	Columbia Tool & Die Ren Zone	949,529				
		CONCORD	38080		133,876,770	0.3422	7.7541		2.4836 Voc Ed 5.6127 Sp Ed
		EAST JACKSON	38090		223,640,201	0.3422	7.7541		2.4836 Voc Ed 5.6127 Sp Ed
		EAST JACKSON	38090	BLACKMAN REZ	742,210				
		EAST JACKSON	38090	Leoni Tool & Die Ren Zone	102,347				
		GRASS LAKE	38050		251,598,418	0.3422	7.7541		2.4836 Voc Ed 5.6127 Sp Ed
		GRASS LAKE	38050	Grass Lake Tool & Die Ren Zone	298,110				
		HANOVER-HORTON	38100		208,171,997	0.3422	7.7541		2.4836 Voc Ed 5.6127 Sp Ed
		JACKSON PUBLIC	38170		1,280,922,070	0.3422	7.7541		2.4836 Voc Ed 5.6127 Sp Ed
		JACKSON PUBLIC	38170	CITY OF JACKSON REZ	106,220,108				
		JACKSON PUBLIC	38170	City Tool & Die Ren Zone	723,570				
		JACKSON PUBLIC	38170	Blackman Tool & Die Ren Zone	50,854				
		JACKSON PUBLIC	38170	Napoleon Tool & Die Ren Zone	732,577				
		JACKSON PUBLIC	38170	SUMMIT REZ	2,684,302				
		MICHIGAN CENTER	38120		202,590,678	0.3422	7.7541		2.4836 Voc Ed 5.6127 Sp Ed
		MICHIGAN CENTER	38121	LEONI REZ	1,738,465				
		NAPOLEON	38130		279,953,104	0.3422	7.7541		2.4836 Voc Ed 5.6127 Sp Ed
		NAPOLEON	38130	Napoleon Tool & Die Ren Zone	91,151				
		NORTHWEST	38140		603,623,147	0.3422	7.7541		2.4836 Voc Ed 5.6127 Sp Ed
		NORTHWEST	38140	Blackman Tool & Die Ren Zone	93,138				
		SPRINGPORT	38150		93,470,645	0.3422	7.7541		2.4836 Voc Ed 5.6127 Sp Ed
		VANDERCOOK LAKE	38020		105,921,096	0.3422	7.7541		2.4836 Voc Ed 5.6127 Sp Ed
		WESTERN	38010		371,795,223	0.3422	7.7541		2.4836 Voc Ed 5.6127 Sp Ed
		WESTERN	38010	Blackman Tool & Die Ren Zone	257,921				
		WESTERN	38010	Spring Arbor Tool & Die Ren Zone	1,426,161				
		Total Jackson ISD		374,153,344	4,182,419,591	0.3422	7.7541		2.4836 Voc Ed 5.6127 Sp Ed
X		CALHOUN INTERMEDIATE	13---						
		ALBION	13010		10,202,068	0.2519	5.9538		1.7057 Voc Ed 4.5000 Sp Ed
		HOMER	13080		1,278,005	0.2519	5.9538		1.7057 Voc Ed 4.5000 Sp Ed
		Total Calhoun ISD		2,273,193	11,480,073				
X		HILLSDALE INTERMEDIATE	30---						
		JONESVILLE	30030		772,284	0.2674	3.5668		2.6750 Sp Ed 0.8918 Voc Ed
		LITCHFIELD	30040		3,282,456	0.2674	3.5668		2.6750 Sp Ed 0.8918 Voc Ed
		NORTH ADAMS	30050		894,522	0.2674	3.5668		2.6750 Sp Ed 0.8918 Voc Ed
		Total Hillsdale ISD		1,949,262	4,949,262				
X		INGHAM INTERMEDIATE	33---						
		LESLIE	33100		22,494,885	0.1894	5.7987		4.5062 Sp Ed 1.4819 Voc Ed
		STOCKBRIDGE	33200		78,086,685	0.1894	5.7987		4.5062 Sp Ed 1.4819 Voc Ed

		Total Ingham ISD	10,581,570	100,581,570				
X		LENAAWEE INTERMEDIATI 46---						
		ADDISON 46020		190,959	0.2563	7.0233		4.1042 Sp Ed 3.1754 Voc Ed
		Total Lenawee ISD	17,405	190,959				
X		WASHTENAW INTERMED 81---						
		CHELSEA 81040		38,090,131	0.0984	3.8761		
		MANCHESTER 81080		2,190,542	0.0984	3.8761		
		Total Washtenaw ISD	3,253,747	40,280,673				
X		JACKSON COMMUNITY COLLEGE	ENTIRE COUNTY	4,450,151,267		1.1446		
		COLUMBIA 38040	Tool & Die Ren Zone	949,529				
		EAST JACKSON 38090	BLACKMAN REZ	742,210				
		EAST JACKSON 38090	Leoni Tool & Die Ren Zone	102,347				
		GRASS LAKE 38050	Tool & Die Ren Zone	298,110				
		JACKSON PUBLIC 38170	CITY OF JACKSON REZ	106,220,108				
		JACKSON PUBLIC 38170	CITY Tool & Die Ren Zone	723,570				
		JACKSON PUBLIC 38170	Blackman Tool & Die Ren Zone	50,854				
		JACKSON PUBLIC 38170	Napoleon Tool & Die Ren Zone	732,577				
		JACKSON PUBLIC 38170	SUMMIT REZ	2,684,302				
		MICHIGAN CENTER 38121	LEONI REZ	1,738,465				
		NAPOLEON 38130	Napoleon Tool & Die Ren Zone	91,151				
		NORTHWEST 38140	Blackman Tool & Die Ren Zone	93,138				
		WESTERN 38010	Blackman Tool & Die Ren Zone	257,921				
		WESTERN 38010	SPRING ARBOR Tool & Die Ren Zone	1,426,161				
		Total Jackson Community College		116,110,443		1.1446		

**REGISTER OF DEEDS OFFICE  
JACKSON COUNTY, MI  
120 W. Michigan Ave.  
Jackson, MI 49201  
Phone (517) 788-4350  
Fax (517) 788-4686  
[www.co.jackson.mi.us/rod](http://www.co.jackson.mi.us/rod)**

**Mindy Reilly  
Register of Deeds**

**Mona Webb  
Chief Deputy**

The following are budget adjustments that need to be done for the Register of Deeds office. I am very sorry to say that we need to **decrease** our revenue by \$139,850.00. This is the first time in a long time that I have had to show a decrease, I have been coming to you around this time with increases not decreases.

I am also show adjustments in expenses also.

**A) Revenue Adjustments;**

1) 625000 County Transfer Tax	-39,000.00
2) 634000 Recordings	-100,000.00
3) 643140 Title Company	- 500.00
4) 685010 Admin Reimb.	<u>+ 350.00</u>
Total	-139,850.00

**B) Expense Accounts Adjustments;**

1) 728000 Printing	- 500.00
2) 729000 Postage	- 600.00
3) 728500 Image/Microfilm	-1,000.00
4) 850000 Telephone	<u>-3,000.00</u>
	-5,100.00

**C) Contingency -134,750.00**

If you have any questions please feel free to get in touch with me.

Mindy  
Jackson County  
Register of Deeds

# Mika Meyers Beckett & Jones PLC

900 Monroe Avenue NW Grand Rapids, Michigan 49503 Tel 616-632-8000 Fax 616-632-8002 Web [mmbjlaw.com](http://mmbjlaw.com)

## Attorneys at Law

James R. Brown	Fredric N. Goldberg	Ross A. Leisman	Benjamin A. Zainea	<i>Of Counsel</i>	<i>Also Admitted In</i>
Larry J. Gardner	James K. White	Neil P. Jansen	Ronald M. Redick	James B. Beckett	<sup>1</sup> Colorado
Claude L. Vander Ploeg	Stephen J. Mulder	Eric S. Richards	Brian M. Andrew	John C. Jones	<sup>2</sup> Delaware
Ronald J. Clark	Douglas A. Donnell <sup>5</sup>	Daniel J. Parmeter, Jr.	Heidi A. Lyon	Steven L. Dykema	<sup>3</sup> Illinois
John M. DeVries <sup>5</sup>	Scott E. Dwyer	Mark E. Nettleton <sup>3</sup>	Matthew E. Fink	Leonard M. Hoffius <sup>1</sup>	<sup>4</sup> New York
Michael C. Haines	William A. Horn <sup>6</sup>	John C. Arndts	Nikole L. Canute <sup>4</sup>	Daniel J. Kozera, Jr.	<sup>5</sup> Ohio
Scott S. Brinkmeyer	Daniel R. Kubiak	Andrea D. Crumback	Steffany J. Dunker		<sup>6</sup> Wisconsin
John T. Sperla	Mark A. Van Aalsburg	Scott D. Broekstra	Amy L. VanDyke	<i>Retired</i>	
David R. Fernstrum	Elizabeth K. Bransdorfer	Jennifer A. Puplava	Kimberly M. Large <sup>2</sup>	Ernest A. Mika	
Mark A. Kehoe	Neil L. Kimball	Nathaniel R. Wolf		Veryl N. Meyers	

September 19, 2007

Mr. Randy Treacher  
Administrator/Controller  
County of Jackson  
120 West Michigan Avenue  
Jackson, MI 49201

REVISED

Re: Issuance of Bond Anticipation Notes for Rives Township Sewer Project

Dear Randy:

At the direction of Geoff Snyder, we have prepared and enclosed with this letter a proposed resolution for consideration by the Jackson County Board of Commissioners to authorize the issuance of bond anticipation notes in the maximum amount of \$308,000. This is a short-term borrowing and is intended to be repaid from the proceeds of the long-term bonds once they are issued to evidence the Rural Development loan for this project. The primary purpose of issuing the bond anticipation notes is to pay consultant fees and County administrative expenses incurred for this project since spring 2000.

The resolution also approves a Revised Estimate of Cost for the project attached as Exhibit B. This Revised Estimate of Cost reflects an increase in the cost of the project from the \$2,575,000 approved as part of the Bond Contract earlier this year to \$2,630,000. As you may recall, this project has received a loan and grant offer from Rural Development with a grant in the amount of \$1,500,000. With regard to the increase of \$55,000 in this project, we currently expect that this will result in an increase in the same amount in the Rural Development loan and will be evidenced by County bonds. This net increase of \$55,000 is attributable primarily to increases in consultant fees (i.e. engineering, legal and financial advisor). The Estimate of Cost attached to the Bond Contract reflected the estimated cost which provided the basis of the Rural Development grant and loan offer. However, this estimate of cost was prepared several years ago before the full scope of services required for the project was identified.

The notes are to be secured primarily by the full faith and credit pledge of Rives Township under the Bond Contract and secondarily by the pledge of the County full faith and credit. In this regard, you should know that the Rives Township Board confirmed two separate special assessment

Mr. Randy Treacher  
September 19, 2007  
Page 2

resolutions for this project on September 4, 2007 in the approximate amount of \$1,130,000, which reflects the increased bond issue portion of the Revised Estimate of Cost.

The resolution provides that the bond anticipation notes will be sold at a negotiated sale presumably to a local bank and the Chair of the Board of Public Works is authorized to approve the final terms of the note sale.

In Paragraph 14 of the resolution, we have provided that the notes are to be designated as qualified tax-exempt obligations. We have made this proviso on the assumption that the County has not issued to date and does not reasonably expect to issue between now and the end of the year tax-exempt obligations in the aggregate amount of \$10 million or more.

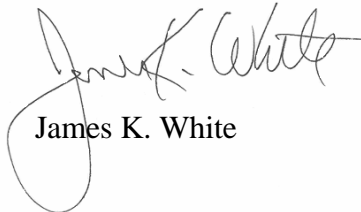
Also enclosed is a proposed resolution for the Board of Public Works to approve and recommend the County Board resolution.

Based on the current timetable for the project, a copy of which is enclosed, it is anticipated that the closing of the long-term bonds with Rural Development will take place on or about February 1, 2008. This closing schedule is highly dependent upon all project permits, such as the MDEQ Construction Permit, and easements being obtained by mid-November. Also, by mid-November, we will need to complete negotiation of the Wastewater Service Agreement with the City of Jackson and the Transportation, Operation and Maintenance Agreement with Blackman Township. In this regard, you should know that we received a first draft Wastewater Service Agreement from the City of Jackson several weeks ago and that agreement is currently under review.

We have prepared these materials for consideration by the Board of Public Works at its upcoming Monday, September 24, 2007 meeting.

If you have questions, please call.

Very truly yours,

A handwritten signature in black ink, appearing to read "James K. White", with a large, stylized loop at the bottom left.

James K. White

JKW:sgc

Encl.

By E-mail

cc: Sandy Fitzpatrick  
Geoffrey Snyder  
Leaubra White  
Robert Bendzinski  
Charles Olson  
John Etter

**TIMETABLE FOR JACKSON COUNTY  
ACT 185 RIVES TOWNSHIP - RIVES JUNCTION SEWER PROJECT**

Revised August 31, 2007

EVENT	DATE/TIMEFRAME	STATUS
<b>Act 185 Proceedings; Sewer Ordinance; Intergovernmental Agreements; Rural Development Closing</b>		
Township - Resolution to Request County Assistance	May 2, 2000	Completed
County Board of Commissioners - Resolution to Assist Project	May 16, 2000	Completed
County receives Letter of Terms and Conditions from Rural Development	February 22, 2007	Completed
Township - Resolution to Request Sewer Capacity (from Blackman Township and City of Jackson)	March 6, 2007	Completed
Township conducts public informational meeting	April 17, 2007	Completed
Township - Resolution to Approve Act 185 Contract	April 17, 2007	Completed
County BPW - Resolution to Approve Act 185 Contract	April 23, 2007	Completed
County Board of Commissioners - Resolution to Approve Act 185 Contract	May 15, 2007	Completed
Execution of Act 185 Contract by Township and County	May 16, 2007	Completed
Prepare draft sewer use, connection and rate ordinance	August 2007	Completed
Verify qualification of County and Township to sell bonds under Act 34 Rives Township  County	Qualified: September 13, 2006 Not Qualified: July 11, 2007	Completed
Township Board adopts sewer ordinance	August 23, 2007	Completed
Resolution to Recommend Bond Resolution and RD Loan Resolution by County BPW	November 26, 2007	
Posting of Section 308 Notice	December 10, 2007	
Adoption of Bond Resolution and RD Loan Resolution by County Board of Commissioners	December 11, 2007	
Size bonds	January 2008	



<b>EVENT</b>	<b>DATE/TIMEFRAME</b>	<b>STATUS</b>
Rural Development loan closing (bond delivery)	Week of January 28, 2008	
Negotiate Wastewater Treatment Agreement with City of Jackson and approval by all parties	Not later than November 15, 2007	
Negotiate Wastewater Transportation Agreement with Blackman Township and approval by all parties	Not later than November 15, 2007	
<b>Township Special Assessment Proceedings</b>		
Preparation of Special Assessment Roll by Township	July/August 2007	Completed
Township adopts Resolution to Establish Special Assessment District and set public hearing date on SA Roll	August 14, 2007	Completed
Notice of public hearing on Special Assessment Roll is given 2 times by publication in the <u>Jackson Citizen Patriot</u>	August 18 and 25, 2007	Completed
Notice of public hearing on Special Assessment Roll is given by first-class mail	Not later than August 18, 2007	Completed
Township holds public hearing on Special Assessment Roll	August 28, 2007	Completed
Township Board adopts Resolution to Confirm Special Assessment Roll		
Notice of special assessment is mailed by Township to property owners of record		
Expiration of 30-day appeal period for special assessments		
Billing date of 1st installment on Special Assessment Roll	December 1, 2007	
Due date of 1st installment on Special Assessment Roll	February 29, 2008	
<b>Design and Construction</b>		
Sewer System Survey		Completed
Sewer System Soil Borings	September 21, 2007	
Completion of sewer system design	September 28, 2007	
Apply for Part 41 Construction Permit	September 28, 2007	
Jackson County Road Commission Permit	October 19, 2007	
Railroad Crossing Permit	October 31, 2007	

<b>EVENT</b>	<b>DATE/TIMEFRAME</b>	<b>STATUS</b>
Creek Crossing and Wetlands Permit	October 31, 2007	
Review of Plans and Specs. by Rural Development	November 15, 2007	
Receive Part 41 Construction Permit	November 15, 2007	
Advertise for construction bids w/120-day hold	November 15, 2007	
Receipt of construction bids by BPW with minimum 120-day hold	December 17, 2007	
Review of bids by Engineer	December 18-20, 2007	
Engineer presents bid recommendations to Township Board, County BPW and Rural Development	December 21, 2007	
Review of bids by Rural Development	January 15, 2008	
Award of construction contract by BPW contingent on bond delivery	TBD January 2008	
Expiration of 120-day hold period on construction bids		
Preconstruction meeting		
Notice to proceed		
Commence construction		
Complete construction (including restoration) of sewer project		
Commence hookups to sewer project		
<b>Right of Way Acquisition</b>		
Meeting of project working group to discuss easement acquisition needs and strategy		
Easements necessary for project identified by engineer		
Complete title searches on required easements completed		
Easement appraisals completed		
Good faith offers mailed with easement and appraisal to property owners		
Follow-up contacts by Township to acquire easements		

<b>EVENT</b>	<b>DATE/TIMEFRAME</b>	<b>STATUS</b>
If needed, County BPW approves declaration of taking		
If needed, file condemnation suit in County Circuit Court		
Secure order vesting title in required easements from Circuit Court Judge (assuming no appeal on necessity)		
Engineer prepares ROW map	September 14, 2007	
Easements for Grinder Pumps	October 31, 2007	
Attorney prepares and submits preliminary title opinion to Rural Development		

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COUNTY OF JACKSON

STATE OF MICHIGAN

RESOLUTION (10-07.40) TO AUTHORIZE ISSUANCE OF BOND ANTICIPATION  
NOTES FOR JACKSON COUNTY WASTEWATER DISPOSAL FACILITY  
(RIVES TOWNSHIP SECTION)

Minutes of a regular meeting of the Board of Commissioners of the County of Jackson,  
Michigan, held in the County Tower Building in Jackson, Michigan on the 16th day of October, 2007,  
at \_\_\_\_\_ p.m. Local Time,

PRESENT: Commissioners:

\_\_\_\_\_  
\_\_\_\_\_

ABSENT: Commissioners:

\_\_\_\_\_  
\_\_\_\_\_

The following preamble and resolution were offered by \_\_\_\_\_ and  
supported by \_\_\_\_\_

WHEREAS, Act 185 of the Public Acts of Michigan of 1957, as amended ("Act 185")  
authorizes a county, acting through its Board of Public Works, upon the request of a local unit of  
government, to acquire, improve, enlarge, extend, finance, operate and maintain sewage disposal  
systems and water supply systems in said local unit of government; and

WHEREAS, the County of Jackson (the "County") has (a) established a Department of  
Public Works under the terms of Act 185 with authority to acquire, improve, enlarge and extend  
sewage disposal systems and water supply systems for local units of government within the County,  
and (b) appointed a Board of Public Works (sometimes referred to as the "Board") in accordance  
with Act 185; and

WHEREAS, pursuant to Act 185, the Jackson County Board of Commissioners, acting upon  
the request of the Township of Rives (the "Township"), by majority vote of its members-elect on

May 16, 2000, authorized and directed the establishment of a county sanitary sewage disposal system to be known as the Jackson County Wastewater Disposal Facility (Rives Township Section) (the "Sewer System" or the "System") to serve properties located in the Township, including the unincorporated Village of Rives Junction, with the area therein to be served by the System to be known as the Jackson County Wastewater Disposal District (Rives Township Section) (the "Sewer District" or the "District"); and

WHEREAS, the County and the Township are parties to the Jackson County Wastewater Disposal Facility (Rives Township Section) Bond Contract dated as of May 1, 2007 (the "Contract") which provides in part for the issuance of bonds (the "Bonds") by the County pursuant to Act 185 to pay costs of the Project (as defined in the Contract) in the estimated amount of \$1,075,000, with an additional \$1,500,000 of the costs of the Project to be paid by a federal Rural Development grant; and

WHEREAS, by resolution dated September 4, 2007, the Township, in accordance with Paragraph 10(b) of the Contract, approved a revised Estimated Cost of the Project, in the amount of \$2,630,000, with \$1,130,000 to be evidenced by County Bonds and \$1,500,000 to be paid by the federal Rural Development grant, as set forth in a revised Exhibit B to the Contract, in the form attached to this resolution as Exhibit B; and

WHEREAS, the Contract provides for the issuance by the County of notes in anticipation of the issuance of the Bonds in accordance with Section 413 of Act 34 of the Public Acts of Michigan of 2001, as amended ("Act 34"), to pay part of the costs of the Project (*as defined in the Contract*), costs of issuance of the notes and payment of principal and interest on the notes,

NOW, THEREFORE, BE IT HEREBY RESOLVED AS FOLLOWS:

1. **NECESSITY FOR NOTES; REVISED ESTIMATED COST OF THE PROJECT,** It is necessary for the County to issue its notes in anticipation of the issuance of the Bonds in order to pay for professional engineering, legal and financial advisory services and other preliminary costs of the Project and costs of issuance of the notes, to reimburse the County and the Township for expenditures made with respect the Project prior to issuance of the notes, and to pay principal of and interest on the notes. The Revised Estimated Cost of the Project in the amount of \$2,630,000, as set forth in Exhibit B attached to this resolution is hereby approved by the County in accordance with Paragraph 10(b) of the Contract.

2. **AUTHORIZATION OF NOTES; NOTE SPECIFICATIONS.** Notes of the County designated JACKSON COUNTY WAS' TEWATER DISPOSAL FACILITY (RIVES TOWNSHIP SECTION) BOND ANTICIPATION NOTES (GENERAL OBLIGATION LIMITED TAX), SERIES 2007 (the "Notes") are authorized to be issued in one or more series in the aggregate principal sum of not to exceed Three Hundred Eight Thousand Dollars (\$308,000) in anticipation of the issuance of the Bonds, for the purposes summarized in Paragraph 1. The Notes shall be secured in the manner provided by Paragraph 8, below. The Notes shall be dated as of the date of delivery to the initial purchaser and shall bear interest at a fixed or variable rate or rates not to exceed 6.00% per annum and payable upon such dates as shall be determined by the Chair of the Board of Public Works upon the negotiated sale of the Notes. The Notes shall be issued in \$5,000 denominations or any integral multiple thereof up to the aggregate principal amount of a single maturity, shall be numbered from 1 upwards in order of authentication, shall be fully registered and shall be due and payable in the principal amounts, at the times and in the manner determined by the Chair of the Board of Public Works at the time of the negotiated sale of the Notes; provided, however, that the

Notes shall not mature later than October 1, 2010. The Notes shall not be sold for less than 99.0% of par value.

The Chair of the Board of Public Works, acting on the written recommendation of Bendzinski & Co., as financial advisor to the County with respect to the Notes (the "Financial Advisor") is hereby authorized to adjust the final note details set forth herein to the extent necessary or convenient to complete the transaction authorized herein, and in pursuance of the foregoing is authorized to exercise the authority and make the determinations authorized pursuant to Section 315(1)(d) of Act 34, including but not limited to determinations regarding interest rates, prices, discounts, maturities, principal amounts, denominations, dates of issuance, interest payment dates, redemption rights, the place of delivery and payment, designation of series, the final form of the Note and other matters, provided that the principal amount of Notes issued shall not exceed the principal amount authorized in this resolution, the interest rate per annum on the Notes shall not exceed six percent (6%), and the Notes shall mature, or shall be subject to mandatory redemption, in not more than the earlier of three (3) years from the date of issuance of the Notes or sixty (60) days after the expected date of issuance of the Bonds.

The Notes may be issued in book-entry only form as one note per maturity (or, if permitted by DTC, one global note certificate encompassing all maturities) fully registered in the name of Cede & Co., as noteholder and nominee for The Depository Trust Company ("DTC"), New York, New York, If this option is selected, DTC will act as securities depository for the Notes, purchase of the Notes will be made in book-entry only form in the denomination of \$5,000 or any integral multiple thereof, and purchasers will not receive certificates representing their interest in notes purchased. If the notes are issued in book-entry only form, provisions in this resolution to the contrary shall be of no force or effect unless and until the suspension of the book-entry only system. The Chair of the Board of

Public Works is authorized to determine whether the notes shall be issued in book-entry only form, to make such changes in the form of the notes as shall be necessary or convenient to enable the notes to be issued in book-entry only form, and to execute such documents as may be required to enable the notes to be so issued.

3.       **PAYMENT OF PRINCIPAL AND INTEREST.** The Notes and the interest thereon shall be paid in lawful money of the United States of America by the Note Registrar, as defined in paragraph 6, below. Interest shall be paid when due by check or draft drawn on the Note Registrar and mailed by first class mail or other acceptable method to the registered owners of record as of the fifteenth day preceding the date on which a payment of principal and/or interest is due and payable on the Note. Principal shall be payable at the principal office of the Note Registrar upon presentation and surrender of the corresponding note certificate.

4.       **MANDATORY REDEMPTION OF NOTES PRIOR TO MATURITY.** The Notes shall be subject to mandatory redemption in full prior to maturity on a date to be determined by the County which shall not be more than sixty (60) days after the expected date of issuance of the Bonds, the proceeds of which, in part or in full, will be used to *pay* principal of and, if applicable, interest on the Notes, at par and accrued interest to the date fixed for redemption, without premium.

Notice of the call of any Notes for redemption shall be given by first-class mail by the Note Registrar, no less than thirty (30) days prior to the date fixed for redemption, to the registered owners of record at the registered address shown on the registration books kept by the Note Registrar. No further interest payment on the Notes called for redemption shall accrue after the date fixed for redemption, whether or not the Note is presented for redemption, provided funds are on hand with the Note Registrar to redeem the same.



5.       **REGISTRATION OF NOTES.** The Notes shall be registered both as to principal and interest in substantially the form and tenor as set forth in Exhibit A attached hereto. Any individual note shall be transferable on the register maintained with respect to the Notes upon the surrender of the individual note together with an assignment executed by the registered owner or his or her duly authorized attorney in form satisfactory to the Note Registrar (as defined in Paragraph 6 below). Upon receipt of a properly assigned Note, the Note Registrar shall authenticate and deliver a new note or notes in equal aggregate principal amount and like interest rate and maturity to the designated transferee or transferees. Any individual note may likewise be exchanged for one or more other notes with the same interest rate and maturity in authorized denominations aggregating the same principal amount as the note being exchanged. Such exchange shall be effected by surrender of the individual note to be exchanged to the Note Registrar with written instructions signed by the registered owner of the individual note or his or her attorney in form satisfactory to the Note Registrar. Upon receipt of an individual note with proper written instructions the Note Registrar shall authenticate and deliver a new note or notes to the registered owner of the Note or his or her properly designated transferee or transferees or attorney. A transfer, exchange and registration of Notes shall be without expense or service charge to the registered holder except for any tax or other governmental charge required to be paid with respect to such transfer, exchange or registration. The Note Registrar shall not be required to transfer or exchange Notes or parts of Notes which have been selected for redemption,

6.       **DUTIES OF NOTE REGISTRAR.** The Chair of the Board of Public Works is hereby authorized to designate a bank or trust company qualified to serve as note registrar, paying agent and transfer agent in the State of Michigan as paying, registration and transfer agent (the "Note Registrar") with respect to the Notes. In such capacity, the Note Registrar shall, upon receipt of

sufficient funds from the County, make timely payments of principal and interest on the Notes, authenticate the Notes upon their initial issuance and subsequent transfer to successive holders, act as registrar of the Notes including the preparation and maintenance of a current register of registered owners of the Notes, coordinate the transfer of individual notes between successive holders, including printing and transferring new certificates, and all other duties set forth in this Resolution or otherwise normally performed by paying, registration and transfer agents. All reasonable fees and expenses of the Note Registrar shall be paid by the County. The County reserves the right to designate an alternate financial institution, which is a bank or trust company qualified to act as paying agent and registrar in the State of Michigan to act as Note Registrar for the Notes and in such event the County shall mail notice to all registered owners of the Notes not less than 60 days prior to the effective date of said change in Note Registrar.

7.       **REPLACEMENT OF NOTES.** Upon receipt by the Note Registrar of proof of ownership of an unmatured note, of satisfactory evidence that the note has been lost, apparently destroyed or wrongfully taken and of security or indemnity which complies with applicable law and is satisfactory to the Note Registrar, the Note Registrar may deliver a new executed note to replace the note lost, apparently destroyed or wrongfully taken in compliance with applicable law. In the event an outstanding matured note is lost, apparently destroyed or wrongfully taken, the Board of Public Works may authorize the Note Registrar to pay the note without presentation upon the receipt of the same documentation required for the delivery of a replacement note. The Note Registrar for each new note delivered or paid without presentation as provided above, shall require the payment by the noteholder of expenses, including counsel fees, which may be incurred by the Note Registrar and the County in connection therewith. Any note delivered pursuant to the provisions of this Paragraph 7 in

lieu of any note lost, apparently destroyed or wrongfully taken shall be of the same form and tenor and be secured in the same manner as the note originally issued.

8. SECURITY FOR REPAYMENT OF NOTES; PLEDGE OF COUNTY LIMITED TAX

FULL FAITH AND CREDIT. The County hereby pledges the proceeds of the Bonds for prompt payment of the principal of, interest on and redemption premium, if any, of the Notes. As additional security for the Notes, the Notes shall be secured by payments to be made by the Township pursuant to the Contract and by the full faith and credit pledge made by the Township in the Contract pursuant to the authorization contained in Act 185. As additional and secondary security the full faith and credit of the County are hereby pledged for the prompt payment of the principal of and interest on the Notes as the same shall become due. The County covenants and agrees with the successive holders of the Notes that so long as any of the Notes remain outstanding and unpaid as to either principal or interest, the County will punctually perform all of the obligations and duties imposed on the County or undertaken by the County, pursuant to this note resolution or the Contract and the County shall collect, segregate and apply the payments to be made by the Township pursuant to the Contract in the manner required by this note resolution and the Contract. If the Township fail to make payments to the County which are sufficient to pay the principal of and interest on the Notes as the same shall become due, then an amount sufficient to pay the deficiency shall be advanced from the general fund of the County. The County's ability to levy ad valorem taxes to make such advances shall be subject to constitutional and statutory limitations on the taxing power of the County.

9. DEIST SERVICE FUND, There shall be established and maintained on the books of the County a fund to be designated "RIVES TOWNSHIP SECTION, SERIES 2007 BOND ANTICIPATION NOTE DEBT SERVICE FUND" (the "Debt Service Fund"). There shall be deposited into the Debt Service Fund accrued interest, if any, from the date of the Notes to the date

of delivery thereof; capitalized interest on the Notes, if any; premium, if any, received at the time of delivery of the Notes; and all payments which are hereby pledged to the payment of the principal of and interest on the Notes and expenses incidental thereto. As part of the Debt Service Fund, there shall be established and maintained such subaccounts as are deemed necessary and appropriate for the proper administration of the Debt Service Fund and compliance with the requirements of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code") and the Treasury regulations promulgated thereunder. The principal of, premium, if any, and interest on the Notes when due shall be paid directly out of the Debt Service Fund or its subaccounts.

10. CONSTRUCTION FUND. There shall be established and maintained on the books of the County a separate account designated "RIVES TOWNSHIP SECTION, SERIES 2007 BOND ANTICIPATION NOTES CONSTRUCTION FUND" (the "Construction Fund"). After deducting accrued interest from the date of the Notes to the date of delivery thereof, capitalized interest on the Notes, if any, and premium, if any, which sums shall be deposited in the Debt Service Fund, the balance of the proceeds of the Notes shall be deposited into the Construction Fund. The monies on deposit in the Construction Fund from time to time shall be used solely to pay expenses of the Project, costs of issuance of the Notes and the payment of principal and interest on the Notes. Any unexpended balance shall be used for such purposes as required by law, including without limitation, transfer to the Debt Service Fund. After disposition of all Note proceeds pursuant to the provisions of this paragraph, the Construction Fund shall be closed.

11. DUTIES OF COUNTY TREASURER. The County Treasurer shall keep full and complete records of all deposits to and withdrawals from the Debt Service Fund and the Construction Fund and of all investments of monies in such accounts and other transactions relating thereto. The

County Treasurer is authorized to invest the monies in said accounts in any one or more lawful investments authorized by law for counties.

12.     NEGOTIATED SALE OF NOTES. Pursuant to Section 309(1) of Act 34, this Board determines to sell the Notes at a negotiated sale at a price not less than 99% of the principal amount thereof. The method to be used in the negotiated sale shall be the solicitation by the County's financial advisor, Bendzinski & Co., of proposals from financial institutions, underwriters of municipal securities, or both. The reason for selling the Notes by negotiated sale is to be able to obtain a flexible payment schedule and term and redemption provisions and to avoid the delay and expense resulting from the public sale and offering of the Notes using a conventional notice of sale.

The Chair of the Board of Public Works is authorized to negotiate the sale of the Notes to a financial institution or underwriter of municipal securities and to execute and deliver an agreement to deliver the Notes to the purchaser,

13.     **EXECUTION AND DELIVERY OF NOTES,** The Notes shall be executed in the name of the County by the manual or facsimile signatures of the Chairperson of the Board of Commissioners and the County Clerk and authenticated by the manual signature of an authorized representative or signer for the Note Registrar, and the seal of the County (or a facsimile thereof) shall be impressed or imprinted on the Notes. After the Notes have been executed and authenticated for delivery to the original purchaser thereof, the Notes shall be delivered by, or on behalf of, the County Treasurer to the purchaser upon receipt of the purchase price. Additional notes bearing the manual or facsimile signatures of the Chairperson of the Board of Commissioners and the County Clerk and upon which the seal of the County (or a facsimile thereof) is impressed or imprinted may be delivered to the Note Registrar for authentication and delivery in connection with the exchange or transfer of Notes. The Note Registrar shall indicate on each note the date of its authentication. The proceeds of the Notes

shall be deposited into the Debt Service Fund and the Construction Fund, as provided in Paragraphs 9 and 10, above. The officers, agents and employees of the County and the Board of Public Works are authorized and directed to execute and deliver such certificates, affidavits or other documents or instruments as may be required by the purchaser of the Notes or note counsel and to take all other actions necessary and convenient to facilitate the execution and delivery of the Notes, including without limitation any necessary applications for municipal bond ratings or insurance. The County shall furnish the Bonds ready for execution without expense to the purchaser. The County shall also furnish, without expense to the purchaser at the time of delivery of the Notes, the approving opinion of Mika Meyers Beckett & Jones PLC, Attorneys, Grand Rapids, Michigan, as note counsel, approving the legality of the Notes. The Notes will be delivered at the expense of the County in such City as agreed upon with the purchaser thereof,

14.     **TAx COVENANT; QUALIFIED TAX EXEMPT OBLIGATIONS.** The County covenants to comply with all requirements of the Code necessary to assure that the interest on the Notes will be and will remain excludable from gross income for federal income taxation (as opposed to alternative minimum or other indirect taxation). The Bonds shall be designated as "qualified tax exempt obligations" for purposes of deduction of interest expense by financial institutions under the provisions of Section 265(b)(3) of the Code, it being reasonably anticipated that the aggregate amount of tax exempt obligations which have been or will be issued by the County and all subordinate entities to the County shall not exceed \$10,000,000 during calendar year 2007. The Board of Public Works and other appropriate County officials are authorized to do all things and to require the Township to do all things necessary to assure that the interest on the Notes will be and will remain excludable from gross income for federal income tax purposes and that the Notes, and the Contract will be and remain binding and valid obligations of the Township and the County.

15, PRINCIPAL AMOUNT LESS THAN **\$1,000,000**. Insofar as the principal amount of the Notes is less than \$1,000,000, the Notes shall not be rated, no official statement shall be prepared by the County with respect to the Notes and, unless required by the purchaser of the Notes, neither the County nor the Township shall enter into a continuing disclosure undertaking with regard to the issuance of the Notes.

16. **USEFUL LIFE OF PROJECT.** Based upon the Contract, the estimated period of usefulness of the Project is hereby declared to be not less than forty (40) years.

17. **REFUNDING.** The County reserves the right to refund the Notes, in whole or in part, prior to maturity, subject to the requirements of the Code, Act 185 and Act 34.

18. **DEFEASANCE.** In the event cash or direct obligations of the United States or obligations the principal of and interest on which are guaranteed by the United States, or a combination thereof, the principal of and interest on which, without reinvestment, come due at times and in amounts sufficient to pay, at maturity or irrevocable call for earlier optional redemption, the principal of, premium, if any, and interest on the Notes, shall have been deposited in trust, this Note Resolution shall be defeased and the owners of the Notes shall have no further rights under this Note Resolution except to receive payment of the principal of, premium, if any, and interest on the Notes from the cash or securities deposited in trust and the interest and gains thereon and to transfer and exchange Notes as provided herein,

19. **RESOLUTION TO CONSTITUTE CONTRACT.** In consideration of the purchase and acceptance of any and all of the Notes authorized to be issued hereunder by those who shall hold the same from time to time, this Resolution shall be deemed to be and shall constitute a contract between the County and the registered owners from time to time of the Notes and the covenants and agreements herein set forth to be performed on behalf of the County shall be for the equal benefit,

protection and security of the registered owners of any and all of the Notes, all of which, regardless of the time or times of their authentication and delivery or maturity, shall be of equal rank without preference, priority or distinction of any of the Notes over any other thereof except as expressly provided in or permitted by this Resolution.

20. **RESCISSION.** All resolutions and parts of resolutions in conflict herewith shall be and the same are hereby rescinded.

YEAS: Commissioners:

NAYS: Commissioners: \_\_\_\_\_

ABSTAIN: Commissioners: \_\_\_\_\_

RESOLUTION DECLARED ADOPTED.

\_\_\_\_\_  
Amanda L. Riska  
County Clerk

STATE OF MICHIGAN       )  
COUNTY OF JACKSON    ) ss.  
                                  )

I, Amanda L. Riska, the duly qualified and acting Clerk of the County of Jackson, Michigan, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the County Board of Commissioners at a regular meeting thereof held on the 16th day of October, 2007, the original of which is on file in my office. Public notice of said meeting was given pursuant to and in compliance with Act No. 267, Public Acts of Michigan, 1976, as amended, including in the case of a special or rescheduled meeting, notice by publication or posting at least eighteen (18) hours prior to the time set for the meeting.

IN WITNESS WHEREOF, I have affixed my official signature this \_\_\_\_\_ day of ,  
2007.

\_\_\_\_\_  
Amanda L. Riska  
County Clerk



**EXHIBIT A**

REGISTERED

UNITED STATES OF AMERICA  
STATE OF MICHIGAN

REGISTERED

COUNTY OF JACKSON

JACKSON COUNTY WASTEWATER DISPOSAL FACILITY

(RIVES TOWNSHIP SECTION) BOND ANTICIPATION NOTE

(GENERAL OBLIGATION LIMITED TAX)

SERIES 2007

No.

Rate

Maturity

Date of Original Issue

CUSIP

%

, 20

, 20

Registered Owner:

Principal Amount:

KNOW ALL MEN BY THESE PRESENTS, that the County of Jackson, State of Michigan (the "County"), acknowledges itself indebted and for value received hereby promises to pay on the date specified above to the owner specified above or its registered assigns shown as the owner of record of this note on the books of \_\_\_\_\_

\_\_\_\_\_, Michigan, as note registrar (the "Note Registrar") on the applicable date of record, the principal sum specified above in lawful money of the United States of America, upon presentation and surrender of this note at the principal office of the Note Registrar, together with interest thereon at the rate per annum specified above payable on \_\_\_\_\_

\_\_\_\_\_ and semi-annually thereafter on the first day of \_\_\_\_\_ and \_\_\_\_\_ of each year from the \_\_\_\_\_ 1 or \_\_\_\_\_, 1 next preceding the Date of Authentication hereof, unless such Date of Authentication is a date to which interest has been paid or duly provided for, in which case from the Date of Authentication hereof, unless interest on this note has not been paid in full or duly provided for, in which case from the date to which interest has been paid in full, or if no interest has been paid on this note, from the Date of Original Issue specified above, until payment of the principal hereof has been made or duly provided for. Payment of interest shall be paid to the registered owner hereof by the Note Registrar by first class mail. The date of record shall be each \_\_\_\_\_ 15 and \_\_\_\_\_ 15 with respect to the

payments due on each \_\_\_\_\_ 1 and \_\_\_\_\_ 1, respectively. Principal and interest are payable in lawful money of the United States of America.

This note is one of a series of notes of like date and tenor aggregating the principal sum of \$ \_\_\_\_\_ (the "Notes") issued by the County under and pursuant to and in full conformity with the Constitution and statutes of Michigan (especially Act 185 of the Public Acts of 1957, as amended and Act 34 of the Public Acts of Michigan of 2001, as amended) and a note authorizing resolution adopted by the Board of Commissioners of the County (the "Note Authorizing Resolution") for the purpose of defraying part of the cost of acquiring and constructing the Jackson County Wastewater Disposal Facility (Rives Township Section). The notes of this series are issued in anticipation of and are payable primarily from bonds to be issued by the County pursuant to a contract between the Township and the County. The full faith and credit of the Township has been pledged to the prompt payment of the foregoing amount and the interest thereon as the same become due. As additional security, the full faith and credit of the County are hereby pledged for the prompt payment of the principal of and interest on the notes of this series. Taxes levied by the Township and the County to pay the principal of and interest on the notes of this series are subject to constitutional, charter and statutory tax limitations.

The Notes shall be subject to mandatory redemption in full prior to maturity on a date to be determined by the County which shall not be more than sixty (60) days after the expected date of issuance of the Bonds, the proceeds of which, in part or in full, will be used to pay principal of and, if applicable, interest on the Notes, at par and accrued interest to the date fixed for redemption, without premium.

Notice of the call of any Notes for redemption shall be given by first-class mail by the Note Registrar, no less than thirty (30) days prior to the date fixed for redemption, to the registered owners of record at the registered addresses shown on the registration books kept by the Note Registrar. No further interest payment on the Notes called for redemption shall accrue after the date fixed for redemption, whether or not the Note is presented for redemption, provided funds are on hand with the Note Registrar to redeem the same.

This note is transferable, as provided in the Note Authorizing Resolution, on the note registration books of the Note Registrar upon surrender of this note together with an assignment executed by the registered owner or his or her duly authorized attorney in form satisfactory to the Note Registrar. Upon such transfer, one or more fully registered notes with denominations of \$5,000 or such larger denomination in the same aggregate principal amount and the same maturity and interest rate, will be issued to the designated transferee or transferees. The Note Registrar shall not be required to transfer or exchange notes or portions of notes which have been selected for redemption.

It is hereby certified and recited that all acts, conditions and things required by law precedent to and in the issuance of the Notes have been done, exist and have happened in due time and form as required by law, and that the total indebtedness of the County, including the series of notes of which this note is one, does not exceed any constitutional or statutory limitations.

This note shall not be valid or become obligatory for *any* purpose or be entitled to any security or benefit under the Note Authorizing Resolution until the Certification of Registration and Authentication hereon shall have been manually signed by the Note Registrar.

IN WITNESS WHEREOF, the County of Jackson, Michigan, by its Board of Commissioners, has caused this note to be executed in its name by the [manual or facsimile] signatures of the Chairperson of the Board of Commissioners and the County Clerk and its County seal (or a facsimile thereof) to be impressed or imprinted hereon,

COUNTY OF JACKSON

(SEAL)

By: \_\_\_\_\_  
Amanda L. Riska  
County Clerk

By:  
James Shotwell, Jr.  
Chairperson  
Board of Commissioners

## CERTIFICATION OF REGISTRATION AND AUTHENTICATION

This Note is one of the Notes described in the within mentioned Note Authorizing Resolution and has been registered in the name of the payee designated on the face hereof in the Register maintained for the Issuer thereof.

As Note Registrar

Date of Authentication:

\_\_\_\_\_  
Its Authorized Representative

## ASSIGNMENT

For value received, the undersigned sells, assigns and transfers unto \_\_\_\_\_

\_\_\_\_\_  
the within Note and all rights thereunder and hereby irrevocably constitutes and appoints \_\_\_\_\_  
attorney to transfer the within Note on the books kept for registration thereof with full  
power of substitution in the premises.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature Guaranteed:

\_\_\_\_\_  
Signature(s) must be guaranteed by an eligible  
guarantor institution participating in a  
Securities Transfer Association recognized  
signature guarantee program

\_\_\_\_\_  
NOTICE: The signature(s) to this assignment  
must correspond with the name as it appears  
on the face of the within Note in every  
particular, without alteration or enlargement  
or any change whatever.

The Note Registrar will not effect transfer of this Note unless the information concerning the  
transferee requested below is provided.

Name and Address:

\_\_\_\_\_  
\_\_\_\_\_  
(Include information for all joint owners if this Note is  
held by joint account)

PLEASE INSERT SOCIAL SECURITY NUMBER OF  
OTHER IDENTIFYING NUMBER OF TRANSFEREE

\_\_\_\_\_  
(Insert number for first-named transferee if held by joint account)

## EXHIBIT B

### *Revised Estimate of Cost*

**\$1,130,000**

**COUNTY OF JACKSON, STATE OF MICHIGAN  
RIVES TOWNSHIP SEWER SYSTEM  
(LIMITED TAX GENERAL OBLIGATION)**

**WITH RURAL DEVELOPMENT ASSISTANCE BLACKMAN TOWNSHIP ALTERNATIVE  
ESTIMATE OF COST**

**WITH \$1,500,000 R.D. GRANT AMOUNT**

**TOTAL**

	<u>AMOUNT</u>	<u>TOTAL</u>
Construction		
Gravity Sewer System		
Lift Station (1)		
Transmission Main to Jackson Total Construction	\$896,900	
Land, Right of Way, Survey and Legal Site	250,000	
improvement	607,500	
Engineering Fees		\$1,754,400
Contingencies		10,000
Cost of Issuance		
Bond Counsel		324,000
Financial Advisor		130,292
Local Attorney		
Official Statement	55,000	
Rating Fees	45,000	
Credit Enhancements	15,000	
Previously Incurred Township Costs Administration	0	
Fees	0	
Bond Discount (1.00%)	0	
Printing and Publishing	0	
Special Assessment Proceedings Total Cost of	18,000	
Issuance	0	
Capitalized Interest (12 months @ 4.125%) Other;	5,000	
Blackman Township Interceptor Fes (99 @ \$1,325)	10,000	
Jackson Capacity Fee (\$4.88 @ 18,060)		148,000
		44,000
<hr/>		
Total Project Cost	\$131,175	
Less: Const. Interest	88,133	
Grants	0	
Bonding Adjustment		<u>219,300</u>
		\$2,630,000
Amount of Bond Issue	\$0	
	1,500,000	
	0	
Total SIA to Developed property		<u>1,500,000</u>
		<u>\$1,130,000</u>
SIA for Transmission Only SIA for Collection Only		
Total for Transmission and Collection		
	148 *	<b>\$4,598.35</b>
*includes 46 REUs along Transmission Line,	<b>99</b>	<b>\$4,689.80</b>
		\$9,285.16

rcb10712212004Uackson County.Rlves 3evrerRD76%IEOC  
Revised 811312007

<b>MICHIGAN DEPARTMENT OF CORRECTIONS</b> <b>PLANNING AND COMMUNITY DEVELOPMENT ADMINISTRATION - OFFICE OF COMMUNITY CORRECTIONS</b> BUDGET SUMMARY <b>JACKSON</b> FY 2007								
PROGRAM - ACCOUNT CATEGORY	CCIS PROGRAM CODE	FUNDING SOURCES						
		PLANS & SERVICE FUNDS	DDJRP/CTP	TOTAL MDOC FUNDING	LOCAL RESOURCES	FEE REVENUES	OTHER	TOTAL FUNDING
<b>Community Service</b>								
Placement	A19	-	-	-	-	-	-	-
Work Crew	A25	48,950	-	48,950	7,000	500	-	56,450
<b>Sub Total</b>		48,950	-	48,950	7,000	500	-	56,450
<b>Education</b>								
Educational Services	B00	-	-	-	-	-	-	-
Cognitive Change	B17	27,600	-	27,600	1,500	-	3,150	32,250
<b>Sub Total</b>		27,600	-	27,600	1,500	-	3,150	32,250
<b>Employment &amp; Training</b>								
Employment & Training Services	C00	-	-	-	-	-	-	-
<b>Sub Total</b>		-	-	-	-	-	-	-
<b>Intensive Supervision</b>								
Day Reporting	D04	-	-	-	-	-	-	-
Electronic Monitoring	D08	-	-	-	-	-	-	-
Supervision	D23	-	-	-	-	-	-	-
<b>Sub Total</b>		-	-	-	-	-	-	-
<b>Mental Health</b>								
Outpatient	E18	-	-	-	-	-	-	-
Sex Offender Treatment	E19	-	-	-	-	-	-	-
<b>Sub Total</b>		-	-	-	-	-	-	-
<b>Pretrial Services</b>								
Screening/Assessment	F22	-	-	-	-	-	-	-
Supervision	F23	-	-	-	-	-	-	-
Electronic Monitoring	F24	-	-	-	-	-	-	-
<b>Sub Total</b>		-	-	-	-	-	-	-
<b>Substance Abuse</b>								
Testing	G17	48,950	-	48,950	4,000	600	-	53,550
Outpatient Treatment	G18	-	-	-	-	-	-	-
Cognitive Treatment	G19	-	-	-	-	-	-	-
<b>Sub Total</b>		48,950	-	48,950	4,000	600	-	53,550
<b>Case Management</b>								
Screening/Assessment	I22	20,000	-	20,000	1,050	-	-	21,050
Jail-Based/Case Management	I23	-	-	-	-	-	-	-
Community Case Management	I24	-	-	-	-	-	-	-
<b>Sub Total</b>		20,000	-	20,000	1,050	-	-	21,050
<b>Other</b>	Z00	-	-	-	-	-	-	-
<b>Sub Total</b>		-	-	-	-	-	-	-
<b>Total Program Funding</b>		145,500	-	145,500	13,550	1,100	3,150	163,300
<b>CCAB Administration</b>								
Personnel		52,800		52,800	4,000	-	-	56,800
Contractual Services		1,000		1,000	-	-	-	1,000
Equipment		400		400	-	-	-	400
Supplies		1,000		1,000	-	-	-	1,000
Travel		300		300	-	-	-	300
Training		200		200	-	-	-	200
Board Expenses		600		600	-	-	-	600
Public Education		100		100	-	-	-	100
Other		-		-	-	-	-	-
<b>Sub Total</b>		56,400		56,400	-	-	-	56,400
<b>Totals</b>		201,900	-	201,900	13,550	1,100	3,150	219,700

<b>MICHIGAN DEPARTMENT OF CORRECTIONS</b> <b>FIELD OPERATIONS ADMINISTRATION - OFFICE OF COMMUNITY CORRECTIONS</b> DDJRP BUDGET SUMMARY <b>JACKSON</b> FY 2007								
<b>DDJRP</b>		-		-				-
Assessment & Treatment Services		-		-				-
In Jail Housing/5 Day Assessment	H20-01	12,000		12,000				12,000
Residential Services		118,078		118,078				118,078
<b>Total DDJRP Funding</b>		130,078		130,078				130,078

# Memo

Date: September 28, 2007

To: Randy Treacher, Acting County Administrator  
Commissioner Gail Mahoney, Chair, County Agencies Committee

From: Debbie Kelly, BRA Staff

RE: Request to Establish a Public Hearing for Consideration of a Brownfield  
Redevelopment Plan for Northwest Refuse, Inc. in Blackman Charter Township

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In February 2006, Northwest Refuse, Inc., sent the County BRA a letter regarding their interest in obtaining EPA Assessment Grant Assistance to assist them with their environmental assessment work necessary to construct a recycling facility on the North side of the property located at 2600 Lansing Avenue in Blackman Charter Township.

Northwest Refuse Inc. invested \$500,000 in the new recycling facility and site improvements, and an additional \$500,000 in new equipment. The company plans to hire 12 new employees as a result.

The County's Brownfield Redevelopment Authority (BRA) has provided environmental assessment services funded by the U.S. Environmental Protection Agency (EPA) Brownfield Assessment Grant. The BRA funded a Phase II Environmental Site Assessment, Preparation of a Section 7a Compliance Analysis (Due Care Plan), and preparation of the Brownfield Plan.

The purpose of the proposed Brownfield Plan is to reimburse the County BRA for administrative costs and grant expenditures. There will be no further eligible activities conducted by Northwest Refuse, Inc. All of these costs will be reimbursed with non-school taxes only. This plan will also allow Northwest Refuse, Inc. an opportunity to pursue a Single Business Tax Credit for the eligible investments they intend to make during redevelopment.

The BRA authorized funding to complete a Brownfield Plan on November 2, 2006. The company recently received an IFT with Blackman Charter Township, therefore, changing the tax capture numbers slightly. The BRA approved the revised Brownfield Plan to allow tax capture at their September 6, 2007 meeting, and will be recommending County Commission approval by Resolution at the November 20, 2007 County Commission meeting after the Public Hearing is held at that same meeting. A copy of the Brownfield Plan will be provided with the public hearing agenda item for the November 2, 2007 deadline.



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Requested action at this time is to establish the Public Hearing for the November 20, 2007 County Commission Meeting at 7:30 p.m. and to approve a resolution approving the County's Brownfield Plan to include Northwest Refuse, Inc. **Please place this item on the October 8, 2007 County Agencies Agenda for consideration.**

cc: Amy L. Torres, BRA Executive Director  
David Stegink, Envirologic Technologies, Inc.  
Ray Snell, Blackman Charter Township Supervisor

# Memo

Date: September 28, 2007

To: Randy Treacher, Acting County Administrator  
Commissioner Gail Mahoney, Chair, County Agencies Committee

From: Debbie Kelly, BRA Staff

RE: Request to Establish a Public Hearing regarding the applications for U.S. EPA  
Environmental Assessment Grant for The Brownfield Redevelopment Authority of  
Jackson County

---

The Brownfield Redevelopment Authority of Jackson County (BRA) seeks support from the Jackson County Board of Commissioners for their three grant applications to the U.S. EPA for additional Environmental Assessment Grant funds. The BRA will be applying for two assessment grants: 1) Hazardous Substances Assessment Grant for \$200,000, 2) Petroleum Assessment Grant for \$200,000, and 3) Brownfield Cleanup Revolving Loan fund for \$1 million.

The County's Brownfield Redevelopment Authority will be recommending County Commission support by Resolution at the November 20, 2007 County Commission meeting after the Public Hearing at approximately 7:35 p.m. A copy of all U.S. EPA Applications will be provided with the public hearing agenda item for the November 2, 2007 deadline.

Please place this item on the October 8, 2007 County Agencies Agenda for consideration.

cc: Amy L. Torres  
David Stegink, Envirologic Technologies, Inc.



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September 27, 2007

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Mr. James Shotwell, Jr., Chairman and  
County Board of Commissioners  
Jackson County Building  
120 W. Michigan Ave.  
Jackson, MI 49201

RE: CDBG Homeowner Program Application

Dear Chairman Shotwell and Commissioners:

Jackson County has been operating a homeowner rehabilitation program, with Community Action Agency as its Administrator, for several years. We are nearing the end of a two-year grant cycle. During this program term, Jackson County has provided funding to 13 families for full rehab and to 17 families for emergency repair. There is still one rehab project under construction. Attached is a list of properties that have been assisted, arranged by Township.

As of October 1, 2007, the Michigan State Housing Development Authority (MSHDA) will begin accepting applications for the next two-year grant cycle that will start January 1, 2008. The County allocation is \$300,000, which is based on population.

This year MSDHA will give Counties the option of structuring the loan as a five year forgivable loan or as a loan that must be paid back either through monthly payments of when the house is sold or refinanced where there is a cash payout. If the loans are forgivable, the property owner must contribute a minimum of 25% of the project costs. If the loans are structured to be paid back, MSHDA is waiving the match requirements.

Currently, homeowners have to come up with the 25% match. Since that is often very difficult, CAA has written applications for USDA Rural Development grants and FHLB grants and have used those, in addition to other funds, to meet the match. For this coming year, the FHBL Member that we work with does not have funding for us. In addition, USDA Rural Development received so many applications for the funds available that they had a lottery drawing of eligible applications. Our application was not drawn so we do not have those funds for this next year, either. Due to concern about future funding, CAA recommends that the County structure the loans to be paid back, thus not requiring the 25% match. Another reason for requiring that the loans be paid back is that the returned funds can then be used for additional rehab projects.

Attached, also, is a copy of MSHDA's grant funding notice.

Please adopt the Resolution to apply for the CDBG funds and to designate CAA as the Third Party Administrator of the grant. Thank you. We look forward to serving you and Jackson County residents.

Sincerely,

Dawn L. Flynn  
Energy and Housing Director

Enc.



Community Action Agency is an equal opportunity provider.

**NAPOLEON TOWNSHIP**9540 Stetler Drive ER  
Jackson, MI 49201

\$1,020.00	\$3,395.00	\$4,415.00
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9255 Charmine Place \*\*\*  
Jackson, MI 49201

\$0.00	\$100.00	\$6,552.00
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6010 Benton Road ER  
Jackson, MI 49201

\$0.00	\$1,500.00	\$3,960.00
--------	------------	------------

**PARMA TOWNSHIP**829 Athena Drive ER  
Albion, MI 49224

\$2,551.00	\$400.00	\$2,951.00
------------	----------	------------

14071 Devereaux Rd. ER  
Albion, MI 49224

\$1,927.00	\$2,173.00	\$4,100.00
------------	------------	------------

201 E. Grove Street ER  
Parma, MI 49269

\$0.00	\$1,461.00	\$2,543.00
--------	------------	------------

**PULASKI TOWNSHIP**12130 Watson Road  
Jonesville, MI 49250

\$7,989.00	\$7,041.00	\$15,030.00
------------	------------	-------------

**SANDSTONE TOWNSHIP**5175 Cummings Rd. ER  
Jackson, MI 49201

\$1,449.00	\$7,800.00	\$9,249.00
------------	------------	------------

**SPRING ARBOR TOWNSHIP**3019 West Court  
Jackson, MI 49201

\$15,575.00	\$5,180.00	\$20,755.00
-------------	------------	-------------

**SUMMIT TOWNSHIP**5071 S. Draper  
Jackson, MI 49201

\$24,921.00	\$6,473.00	\$31,394.00
-------------	------------	-------------

110 Meadow Heights ER  
Jackson, MI

\$2,551.00	\$1,250.00	\$3,801.00
------------	------------	------------

207 Hickley Blvd. ER  
Jackson, MI

\$969.00	\$200.00	\$1,169.00
----------	----------	------------

527 20th Street ER  
Jackson, MI

\$575.00	\$608.00	\$4,598.00
----------	----------	------------

810 Emmett ER  
Jackson, MI

\$0.00	\$1,500.00	\$1,500.00
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**WATERLOO TOWNSHIP**223 N. Main ER  
Munith, MI 49259

\$2,551.00	\$3,825.00	\$6,376.00
------------	------------	------------

**Totals**

\$232,948.00	\$167,139.85	\$416,061.85
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Program Income Received: \$ 29,049

Program Income Expended: \$ 18,588

13 Full Rehab

17 ER Rehab

\*\*\* Program Income Projects

**Leverage Sources**

RD	Reg. II Area on Aging
WX	Dept. on Aging
PIP	Disabilities Connection
DHS	CMS Club
RDHP	Veterans Affairs
HO's own funds	Salvation Army
FLHB	

JACKSON COUNTY CDBG LOG SHEET  
GRANT PERIOD: 2006-2007

08/28/07

ADDRESS/TOWNSHIP

CDBG Dollars	Leverage Dollars	Project Cost
--------------	------------------	--------------

**BLACKMAN TOWNSHIP**

316 Falcon Road ER  
Jackson, MI 49203

\$1,071.00	\$1,500.00	\$2,571.00
------------	------------	------------

3255 Essingham ER  
Jackson, MI 49203

\*\*\*

\$0.00	\$1,000.00	\$2,740.00
--------	------------	------------

**COLUMBIA TOWNSHIP**

9508 Morea  
Brooklyn, MI 49230

\$18,873.00	\$6,500.00	\$25,373.00
-------------	------------	-------------

159 E. Lowry ER  
Brooklyn, MI 49230

\$1,020.00	\$3,820.00	\$4,840.00
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**CONCORD TOWNSHIP**

675 Albion Road  
Albion, MI 49224

\$31,224.00	\$25,000.00	\$56,224.00
-------------	-------------	-------------

333 N. Main Street ER  
Concord, MI 49237

\$2,551.00	\$1,325.75	\$3,876.75
------------	------------	------------

**HANOVER-HORTON TOWNSHIP**

109 Spink Road  
Hanover, MI 49241

\$19,983.00	\$9,422.00	\$29,405.00
-------------	------------	-------------

215 N. Jackson Road ER  
Hanover, MI 49241

\$1,765.00	\$670.00	\$2,435.00
------------	----------	------------

**HENRIETTA TOWNSHIP**

1963 Indian Trail ER  
Pleasant Lake 49272

\*\*\*

\$0.00	\$0.00	\$825.00
--------	--------	----------

**LEONI TOWNSHIP**

8200 Michigan Avenue  
Jackson, MI 49201

\$20,556.00	\$9,790.00	\$30,346.00
-------------	------------	-------------

6601 Sargent Road  
Jackson, MI 49201

\$20,596.00	\$32,600.00	\$53,196.00
-------------	-------------	-------------

316 Grand Street  
Michigan Center

\$5,000.00	\$7,500.00	\$12,500.00
------------	------------	-------------

594 Gilletts Lake Road  
Jackson, MI 49201

\$20,816.00	\$7,500.00	\$28,316.00
-------------	------------	-------------

203 Tipperary Street  
Michigan Cntr, 49254

\$24,381.00	\$16,731.00	\$41,112.00
-------------	-------------	-------------

**LIBERTY TOWNSHIP**

9755 Gates Road  
Clark Lake, MI 49234

\$3,034.00	\$875.10	\$3,909.10
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STATE OF MICHIGAN

JENNIFER M. GRANHOLM  
GOVERNOR

MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY  
LANSING

MICHAEL R. DEVOS  
EXECUTIVE DIRECTOR

## MEMORANDUM

To: County Allocation Grantees

From: Richard G. Ballard, Director  
Office of Community Development

Date: August 30, 2007

Subject: **2008 Community Development Block Grant (CDBG) County Allocation Grants**

The purpose of this memo is to advise counties of the Office of Community Development's (OCD) priorities for County Allocation Grants for the 2008 funding year. OCD grantees applying for funding at 100 percent of their county allocation need to expend grant funds in a timely manner while meeting the terms of OCD's leveraging requirements. For current grants expiring July 1, 2007 through June 30, 2008 (most expire on December 31, 2007), the following policies are being announced in this memo:

- **Application Process**
- **Allocation Amounts and Eligible Activities**
- **Renewal of Grants and Determination of Renewal Amount**
- **Use of CDBG for Base Allocation Grant**
- **Strategies for Spending Program Income to Ensure Timely Expenditure of CDBG Allocation Grant Funds**

### APPLICATION PROCESS

The application for 2008 CDBG County Allocation funds will be available via the following web-site beginning October 1, 2007: <http://www.mshda-opal.org>. You will need your assigned user ID and password to log on to OPAL. All current MSHDA Grantees have been issued a user ID and password. If you do not have these assigned to you, contact your CD Specialist. Once you have logged on there will be a box on the right titled "Initiate An Application", choose "Housing Resource Fund" and follow the grant application process for county allocation funding.

Assuming the 2008 federal budget is approved in a timely manner, **MSHDA will fund CDBG County Allocation eligible grant applications submitted on-line between October 1, 2007 and January 31, 2008** for a two-year term effective January 1, 2008, or as soon as possible after approval (whichever is later). All renewal grants will expire December 31, 2009. Applications received after January 31, 2008 are not guaranteed an allocation of 2008 CDBG funds.



## ALLOCATION AMOUNTS AND ELIGIBLE ACTIVITIES

HUD's CDBG funds for states are allocated by population size to the non-entitled communities in Michigan resulting in the following potential award amounts for Michigan counties:

<u>Population</u>	<u>Allocation Amount</u>
0 - 5,000	\$100,000
5,001 - 10,000	\$125,000
10,001 - 20,000	\$150,000
20,001 - 30,000	\$175,000
30,001 - 40,000	\$200,000
40,001 - 50,000	\$225,000
50,001 - 60,000	\$250,000
60,001 - 70,000	\$275,000
Over 70,001	\$300,000

The above allocation amounts depend on the following factors:

- Appropriation of sufficient funds by the United States Congress and enactment of these appropriations into law;
- Continuation of the current national CDBG allocation formula or use of a formula which provides Michigan with at least as great a proportion of CDBG funds as the current formula;
- Continued allocation of at least 25 percent of Michigan's CDBG allocation to MSHDA for housing;
- Any other factor which would substantially reduce the amount of CDBG funding available for housing.

Applications for 2008 CDBG County Allocation grant funds may be submitted for the following eligible activities, and detailed information regarding each of these components is described in OCD's Housing Resource Fund Summary found on MSHDA's website:

Homeowner Assistance – Funds for this component may be used to improve the principal residence of low-income homeowners for Homeowner Rehabilitation and Emergency Repair activities.

Rental Rehabilitation – This component offers funds to rehabilitate investor-owned properties in strategically targeted neighborhoods.

Homebuyer Assistance – CDBG program dollars may be used to fund:

- Deferred loans of up to \$10,000 per unit to households assisted by a local Habitat for Humanity Affiliate.
- Down Payment Assistance without rehabilitation, if MSHDA's Links to Homeownership Program is not locally available.
- Home Purchase with Rehabilitation (HPR) on a county-wide or targeted basis.
- Acquisition Development Resale (ADR) is eligible; however, new construction would generally be ineligible.

## **RENEWAL OF GRANTS AND DETERMINATION OF RENEWAL AMOUNT**

OCD bases its policies for renewal of these grants on the following priorities:

- Promoting the prompt expenditure of grant funds;
- Maximizing the number of units and extent of rehab by maximizing leveraged funds;
- Implementing programs in compliance with Federal regulations and MSHDA policies;
- Preserving CDBG funds for targeted strategies (such as the Neighborhood Preservation Program and Downtown Revitalization).

To implement these priorities, OCD has established the following funding opportunities:

### **A. 100% Base Allocation**

Counties may apply for CDBG renewal grants of up to 100% of their county allocation amount as soon as the following conditions are met:

- The current grant is at least 75% expended (that is, 75% of the grant has been drawn down by the county and paid to contractors for completed work);
- The grantee has completed enough grant projects on OPAL to show that an amount equal to at least 25% of the grant's total project costs (homeowner assistance component plus any program income expended on project costs--not admin) has been expended using eligible leverage funds.;
- There are no outstanding findings from past or current grants.

Counties that do not meet any of the above requirements may reapply when their current grant is at least 75% expended. However, counties which have not met this threshold may submit applications during January 2008, but the application will be held until the threshold is met. If the 75% threshold is not met by January 31, 2008, there is no guarantee that funds will be available.

Beginning in 2007, newly-issued CDBG county allocation grants that continue to structure homeowner rehabilitation assistance as loans to be paid back, and not as forgivable loans, are not required to provide 25% leverage from other sources with the CDBG funds. However, if the minimum leverage amount on the expiring grant has not been expended, the 2008 grant award could be reduced proportionately. That is, counties may apply for homeowner assistance funding only in proportion to the amount for which they met the 25% leverage requirement in their last grant.

Example: A county with a \$200,000 homeowner assistance component has leveraged only \$25,000 (half) of the \$50,000 required from eligible sources in the grant it is completing. The next grant award will be reduced by half, or \$100,000.

### **B. General Requirements for all County Allocation Awards**

Projects must be substantially complete and grant funds must be expended (i.e., drawn down and paid to contractors) during the grant term. Funds unexpended after the last day of the grant will be recovered. Grantees with funds that are committed but not expended on projects substantially completed during the grant term but with final payments still outstanding should discuss this situation with their CD Specialist. OCD does not plan to approve grant extensions.



## USE OF CDBG FOR BASE GRANT

### **A. Funding sources**

OCD will fund base county allocations with CDBG funds only.

### **B. Supplement Funds for Current 2007 and 2008 CDBG Grantees**

In past years MSHDA has allowed for high performing counties to apply for additional County Allocation funds above the base allocation amount; beginning with the 2007 CDBG funding year, counties have access only to a base allocation of CDBG funds. There will be no supplement to this base in HOME or CDBG. Additional funding for counties must be applied for through the OCD Housing Resource Fund and must be for projects that meet OCD funding priorities.

### **C. PIP-Plus CDBG Funding**

In an effort to provide additional CDBG homeowner rehabilitation funds to counties who are willing to participate in the MSHDA Property Improvement Program (PIP), MSHDA has established a PIP-Plus CDBG fund. This pilot fund is administered for OCD by Roscommon County. All MSHDA CDBG County Allocation Grantees can access the fund. A memo detailing the PIP-Plus program was mailed out to all counties earlier this month.

## STRATEGIES FOR SPENDING PROGRAM INCOME TO ENSURE THE TIMELY EXPENDITURE OF CDBG ALLOCATION GRANT FUNDS

MSHDA OCD has observed that many counties are receiving a considerable amount of CDBG Program Income (PI) from the repayment of deferred and monthly loans at the county level. This has had an impact in many cases on the timely expenditures of the county's allocation grant. MSHDA suggests that the county develop a strategy to anticipate the receipt and expenditure of PI. The following are observations and suggestions for the county's consideration:

- The county cannot draw down grant funds if the uncommitted balance of PI exceeds \$5,000.
- The county should estimate the maximum number of projects that they are able to complete with grant funds, leverage dollars, and potential PI and reevaluate marketing strategies, program guidelines and housing activities for the possibility of expanding their client and/or activity base. Following is an example of an average county program:

Example: County XYZ has a \$200,000 base grant. Additionally, the county averages \$50,000 per year in PI. Over the two-year grant term, the county would have approximately \$300,000. The county will need to expend \$300,000 over the course of two years. If the average project cost is \$20,000 per unit, the county will produce 15 homeowner rehabilitation projects over the two-year period.

We realize that Program Income is a somewhat unpredictable funding source. However, the deferred loan policy has been in effect for a number of years, increasing the dollar amount and number of loans in the county's loan pool. As this number of loans continues to increase, the flow of funds from these loans should become, if not more predictable, at least more reliable

from year to year. Counties are encouraged to consider this projected program income as they do their budget planning, since it is the only likely source of future growth in the county allocation program.

Several suggestions for increasing/expanding a county's expenditure of project funds include:

- The above strategy of creating an intake pipeline that accounts for likely program year, with the understanding that if this income is not realized, these projects would be addressed in the next program year, to the extent allowed by OCD's carry-forward policy.
- Undertake other eligible CDBG housing activities such as Acquisition Development Resale or Rental Rehabilitation that could help with the expenditure of PI.
- Counties could use their new County Allocation for other activities (ADR, Rental Rehabilitation) and use the PI as a Revolving Loan Fund (RLF) for homeowner rehabilitation projects.
- Expand program guidelines to include a more stringent housing code standard, or add energy savings products.

If you have any questions, please contact your CD Specialist.

***COUNTY OF JACKSON***

***RESOLUTION (10-07.39)***

***AUTHORIZING APPLICATION FOR 2008-2009 MICHIGAN CDBG  
HOMEOWNER REHAB GRANT RENEWAL AND DESIGNATING THE  
COMMUNITY ACTION AGENCY AS ADMINISTRATOR FOR THE GRANT***

***WHEREAS***, it is the intent of the Jackson County Board of Commissioners to apply for grant funding through the Michigan State Housing Development Authority to provide grants to rehabilitate housing located in townships within Jackson County not receiving assistance; and

***WHEREAS***, in order to be assured of funding approval, Jackson County will need the support of township residents; and

***WHEREAS***, submission of applications can begin after October 1, 2007, with the deadline for the grant application is January 31, 2008; and

***WHEREAS***, The Jackson County Board of Commissioners published a notice in the Jackson Citizen Patriot and held a Public Hearing at 7:15 p.m., Tuesday, October 16, 2007 for the purpose of receiving oral and written comments from the eligible township residents and all interested parties relative to Jackson County's housing needs.

***NOW, THEREFORE, BE IT RESOLVED*** that the Jackson County Board of Commissioners hereby submit the aforesaid housing grant application and direct the Chairman to sign this application and other documents pertinent to this grant, and to have the County accept the grant if awarded.

***BE IT FURTHER RESOLVED*** that the Community Action Agency be designated as Administrator for the grant.

---

James E. Shotwell, Jr., Chairman  
Jackson County Board of Commissioners  
October 16, 2007



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September 27, 2007

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Mr. James Shotwell, Jr., Chairman and  
County Board of Commissioners  
Jackson County Building  
120 W. Michigan Ave.  
Jackson, MI 49201

Dear Chairman Shotwell and Commissioners:

As you are aware, Community Action Agency has served as the County's Third Party Administrator for the CDBG homeowner rehab program for several years. During this time, CAA has become an agent to be able to process the Michigan State Housing Development (MSHDA) Property Improvement Program (PIP) loans for rehab clients. These loans are typically lower interest than conventional loans and MSHDA's underwriting criteria are somewhat more lenient than those of private lenders.

MSHDA is offering a new program "PIP Plus" that will begin October 1, 2007. This program combines the PIP loan with CDBG funds. The primary advantage is that it will provide additional CDBG funds and will allow the County to provide assistance to more homeowners. A description of the program is enclosed.

In this program, the PIP funds must be equal or greater than the CDBG funds in the project, exclusive of soft costs and the maximum CDBG funds that can be used in the project is \$10,000. Homeowners in this program would be required to make payments on the PIP loan, but the CDBG loan will be forgiven after five years.

Because processing a PIP loan is complex and time-consuming, MSHDA allows a project administration fee of the lesser of 10% of the total project costs or \$2,000.

Since CAA is already a PIP Agent, in order to participate in the program, the County Board of Commissioners need only adopt the attached Resolution. The Resolution refers to Roscommon County as MSHDA is contracting with Roscommon to administer the program on its behalf.

CAA housing staff members have participated in MSHDA training for this program and we look forward to being able to offer this funding option to eligible homeowners of Jackson County.

Sincerely,

  
Dawn L. Flynn  
Energy and Housing Director

Enc.



Community Action Agency is an equal opportunity provider.



STATE OF MICHIGAN

JENNIFER M. GRANHOLM  
GOVERNOR

MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY  
LANSING

MICHAEL R. DEVOS  
EXECUTIVE DIRECTOR

## MEMORANDUM

July 19, 2007

**To:** County Allocation Grantees and MSHDA PIP lenders

**From:** Bill Parker, PIP/CDBG/HOME Program Specialist  
Office of Community Development

**RE:** **Announcement of Property Improvement Program (PIP) Plus CDBG Loan Fund**

The Office of Community Development (OCD) is pleased to announce a new program combining CDBG and PIP funds. This PIP Plus program was created to provide additional project funds to County Allocation Grantees who prior to 2007 received increases to their county allocation base grant awards when MSHDA allowed those increases.

The current Property Improvement Program is a MSHDA funded loan. A PIP brochure is attached that explains program specifics. PIP loans are originated by local Community Agents and submitted to MSHDA PIP lenders, or originated directly by the PIP lender. The lender submits the loan to MSHDA for loan commitment and purchase. A County must apply to MSHDA to become a Community Agent and sign an agreement with a PIP lender. A PIP application (H-19) is attached along with a Lender-Community Agreement.

**Purpose:** The purpose of the PIP Plus program is to offer project funds to County Governments for homeowner rehabilitation projects they might not normally fund with county allocation funds.

**Who Can Apply for Funds:** Any county that has an open CDBG County Allocation Grant from MSHDA can access CDBG funds from the PIP Plus fund. The CDBG funds must be used in conjunction with the MSHDA Property Improvement Loan Program (PIP).

**How Much is Allocated:** The PIP Plus CDBG fund will have \$250,000-\$500,000 in CDBG funds for the 2007/08 fiscal year with funds available beginning August 1, 2007. Funds must be committed and set-up on OPAL for the CDBG Grant and the PIP loan funds on the PIP on-line system by July 31, 2008, and expended by December 31, 2008.

**PIP Plus Administrator:** Roscommon County will be the PIP-Plus CDBG Grant administrator. A County can gain access to the fund by passing a resolution to participate in the program. A resolution form is attached. The signed Resolution should be mailed to:

Roscommon County Housing Commission  
112 S. Fourth Street, Suite A  
P.O. Box 420  
Roscommon, MI 48653



MSHDA-26A 01/04

735 EAST MICHIGAN AVENUE • P.O. BOX 30044 • LANSING, MICHIGAN 48909  
www.michigan.gov/mshda • (517) 373-8370 • FAX (517) 335-4797 • TTY (800) 382-4568

Printed by members of:



**Eligible Agents:** Michigan County Governments that are a current County Allocation Grantee funded by the MSHDA OCD, and are timely in the expenditure of their own County Allocation funds.

**Homeowner Application Process:** A homeowner would apply for housing rehabilitation assistance to the county in which they reside. The process to the homeowner would be just like they were applying for county allocation funds. If the county thinks the client would be a good candidate for a PIP loan, they could request funds from the PIP Plus fund after requesting a PIP Prior Approval (see below).

**Application Process and Time Frame:** Applications/reservations for project funds can be submitted to Roscommon County beginning August 1, 2007. A PIP prior approval should be obtained from MSHDA before reserving the CDBG funds (see below).

**PIP Prior Approval:** To assist counties in pursuing projects that will qualify for a PIP, the MSHDA PIP staff will offer prior conditional approval for PIP loans. A county can enter applicant information on-line, and then print and fax the signed application to MSHDA PIP PLUS PRIOR APPROVAL at 517-241-6672. MSHDA will try diligently to give a 24-hour turnaround on these requests for prior approval.

**NOTE:** MSHDA approval can only be "conditional" with our staff only reviewing application and credit report. As long as income is properly reported, the approval should be valid.

**Eligible Activities:** The funds can be used for the rehabilitation of single-family owner occupied housing.

**Property Standards –** The property must meet the property standards required by the CDBG Program (improvements to local code and the house to HQS standards).

**Maximum CDBG Dollars** in each project is the lesser of \$12,000 or 50% of the total project cost; this would be inclusive of project soft costs including the project delivery fee. The minimum CDBG dollars is \$1,000.

**PIP Funds in the Project –** The intent is for the projects to be funded principally with PIP funds and CDBG funds. Therefore, PIP funds in the project must be equal to or greater than the CDBG funds in the project, exclusive of soft costs.

**Other Project Funds:** In addition to CDBG and PIP funds, the project can be funded with other sources except other HOME or CDBG funds (including HOME or CDBG Program Income). Other funds in the project might include USDA Rural Development, weatherization funds available through Community Action Agencies, Federal Home Loan Bank (FHLB) funds, etc.

**Eligible CDBG Project Costs** include hard costs for rehabilitation and lead inspection, risk assessment, and clearance costs. Project related administration or the "project delivery fee" is also a related project cost, and can equal to the lesser of; 10% of the total project cost or \$2,000.

**Lien Requirements:** The CDBG project costs exclusive of the project delivery fee may be subject to a lien on the property, if that amount exceeds \$2,500. The lien will be between the applicant and the county where the project is located. If these funds are \$2,500 or less, the

CDBG funds would be a grant to the applicant. If the amount exceeds \$2,500, the CDBG funds would be forgiven after five years. See examples below.

Example A.		Example B.	
Cost of Rehabilitation:	\$10,000	Cost of Rehabilitation:	\$5,000
Lead Insp./Assessments/Clearances	\$600	Lead Insp./Assessments/Clearances	N/A
Total Project Costs	\$10,600	Total Project Costs	\$5,000
CDBG Loan	\$5,300	CDBG Loan	\$2,500
PIP Loan	\$5,300	PIP Loan	\$2,500
CDBG 5 year forgivable lien = \$5,300		CDBG Grant $\$2,750 - \$500 = \$2,500$	

**Project Set-Up Requirements:** Roscommon County will set-up all projects on OPAL and do all reporting to MSHDA. Each county will complete a PIP Plus Checklist form (attached) and submit it to Roscommon County. The same items outlined on the Homeowner Rehabilitation project checklist will be collected and retained in the file at the local level.

**PIP Plus Training:** Training is being scheduled in 4 locations around the state in August and September 2007. Those dates, locations, and all other training related information is attached. The morning session of the training will cover basic PIP requirements, MSHDA and Title I requirements, as well walking through loan origination on-line. The afternoon session will go over the details of combining CDBG and PIP funds through the PIP Plus program.

Please contact Bill Parker at 517-373-1462 or Pat Marshall of Roscommon County at 989-275-8306 if you have any questions.

**JACKSON COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION (10-07.38)  
PIP-PLUS PARTICIPATION**

**WHEREAS**, Jackson County is interested in continuing to provide affordable housing opportunities for its low and very low income residents; and

**WHEREAS**, Jackson County Board of Commissioners recognizes that Jackson County is participating in the Michigan State Housing Development Authority (MSHDA) Property Improvement Program (PIP) funding; and

**WHEREAS**, Jackson County Board of Commissioners desires to use PIP-Plus Funding, a new funding source from MSHDA with PIP and Community Development Block Grant (CDBG) funds; and

**WHEREAS**, said Board of Commissioners understands that MSDHA will pay administration of 10% or up to \$2,000 administration for each PIP-Plus loan processed in Jackson County; and

**WHEREAS**, said Board of Commissioners understands that MSHDA would require the PIP-Plus funding draws to be requested through Roscommon County.

**THEREFORE BE IT RESOLVED**, that the Jackson County Board of Commissioners authorizes the Community Action Agency as its Third Party Administrator to administer the PIP-Plus funds in partnership with Roscommon County.

Date:

Moved by: \_\_\_\_\_ Seconded by: \_\_\_\_\_ to adopt the above Resolution.

Roll call vote was taken: Ayes: \_\_\_\_\_

---

James E. Shotwell, Jr., Chairman  
Jackson County Board of Commissioners  
October 16, 2007



**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**The City of Jackson**  
**And**  
**The Jackson County Health Department**

This Memorandum of Understanding (MOU) is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2007 by and between

the City of Jackson, acting by and through its COMMUNITY DEVELOPMENT DEPARTMENT (City), whose principal address is 161 W. Michigan Avenue, Jackson, Michigan 49201,  
and the  
Jackson County Health Department (JCHD), whose address is 1715 Lansing Avenue, Jackson, Michigan 49202.

WHEREAS, the City has been awarded a FY 2004 Lead Hazard Control Grant from the U.S. Department of Housing and Urban Development (HUD) for a 42 month term from October 1, 2005 to June 30, 2009; and

WHEREAS, JCHD has agreed to participate in the Lead Hazard Control Program (LHCP) and provide the services as outlined in this MOU, in accordance with the terms and conditions of the Lead Hazard Control grant.

NOW, THEREFORE, it is hereby agreed by and between the parties as follows:

**I. PERIOD OF PERFORMANCE**

The activities described in this MOU will begin no earlier than October 1, 2007 and will continue no later than September 30, 2008. All eligible expenses are confined to this time period.

**II. SCOPE OF THE LHC GRANT**

- A. Lead Hazard Control Grant Objectives. The objectives of the FY 2004 Lead Hazard Control grant are to provide assistance to local governments in undertaking comprehensive programs to identify and control lead-based paint hazards in privately owned housing for renters or owner-occupants, in partnership with non-profit organizations.
- B. Activities. The JCHD will be responsible for the following activities in a manner satisfactory to the Community Development Department and consistent with any standards required as a condition of providing these funds:
- i. The JCHD agrees to provide a Health Education staff person to coordinate the Lead Hazard Control Outreach project for the City's Lead Hazard Control Program.
  - ii. The JCHD will be responsible for submission of time records and maintenance of personnel records for the Health Department staff person assigned to the Lead Hazard Control Outreach position.
  - iii. JCHD shall submit to the Lead Hazard Control Program a monthly invoice for services rendered up to a maximum of sixteen (16) hours per week at an hourly reimbursement rate of \$25.00.

- iv. The JCHD shall submit monthly progress reports to the City using the form provided by the City's Lead Hazard Control Program.
- v. The JCHD staff assigned to this project agrees to coordinate and work with City staff overseeing the Lead Hazard Control grant.
- vi. The JCHD agrees to provide benchmark performance standards for evaluation to the City on the form provided in Attachment A.

### **III. COMMUNITY DEVELOPMENT DEPARTMENT RESPONSIBILITIES**

- A. Coordination of the LHC Program. The Community Development Department will be responsible for the overall coordination of the LHC Program activities and will serve as the sole point of contact with HUD. The Community Development Department will keep JCHD informed of correspondence, notices, and other information from HUD or others that pertain to the implementation of the LHC grant. The Community Development Department will be responsible for monitoring program activities, evaluating progress in meeting Work Plan benchmarks, and making policy and programmatic adjustments as needed. To the extent practicable, JCHD will be consulted prior to making policy and programmatic changes.
- B. LHC Program Guidelines. The Community Development Department will develop, maintain, and update LHC Program Guidelines that specify key requirements and conditions and direct the performance of day-to-day operations as necessary.

### **IV. JCHD RESPONSIBILITIES**

- A. LHCP Work Plan and Performance Measurements. JCHD will be responsible for managing its lead hazard control outreach activities. JCHD will be responsible for implementing the LHCP Outreach Activities per the terms of this MOU and the approved Program Guidelines submitted by JCHD. The JCHD will recruit applicants to the program and assist applicants in completing program applications and other documents to determine eligibility.

### **V. SPECIAL CONDITIONS**

The JCHD shall submit the resumes of Key Personnel to the LHCP and will notify the Lead Hazard Control Program immediately if Key Personnel change.

### **VI. PERFORMANCE REPORTS AND RECORD KEEPING**

- A. Progress Reports. JCHD will submit monthly reports, in a format provided by the Community Development Department, on all LHC outreach activities. Reports will be provided to the Community Development Department within ten (10) days of the close of the month. Notwithstanding above, the JCHD will inform the Community Development Department as soon as any problems, delays, or adverse conditions affect JCHD's ability to perform its obligations under this MOU.
- B. Other Reports. JCHD will provide any other reports in a timely manner as requested by the Community Development Department. JCHD will prepare a close-out report, in a format provided by the Community Development Department, on all LHC Program activities for the term of this MOU. The final report will be provided to the Community Development Department no later than October 31, 2008.

- C. Records to be Maintained. The JCHD shall maintain records for three years upon the close-out of the grant. If any litigation, claim, negotiation, audit or other action has been started, the JCHD must retain records until completion of the action. Records for real property and equipment acquired with federal funds must be retained for a period of three (3) years after the termination of all activities funded under the MOU.
- D. Client Data. The JCHD shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining such eligibility, description of services provided, and all blood lead level testing results. Such information shall be made available to the Community Development Department monitors or their designees for review upon request.
- E. Disclosure. JCHD understands that client information collected under this MOU is private and the use of disclosure of such information, when not directly connected with the administration of the Community Development Department's or JCHD's responsibilities with respect to services provided under this MOU, is prohibited unless written consent is obtained from such person receiving service, and in the case of a minor, that of a responsible parent/guardian or as subject to the Freedom of Information Act.
- F. Close-Outs. The JCHD obligation to the Community Development Department shall not end until all close-out requirements are complete. Activities during this close-out period shall include, but are not limited to: making final payments, and disposing of program assets.
- G. Audits and Inspections. All JCHD records with respect to any matters covered by this MOU shall be made available to the Community Development Department, grantor agency, their designees or the Federal government, at any time during normal business hours, as often as the Community Development Department or their grantor agency deems necessary, to audit, examine and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the JCHD. Failure of the JCHD to comply with the above audit requirements will constitute a violation of this MOU and may result in the withholding of future payments. The JCHD hereby agrees to have an annual agency audit conducted in accordance with current grant policy and as applicable OMB Circular A-122.

## **VII. BUDGET AND PAYMENT TO JCHD**

- A. Amount of MOU. For the performance of all activities under this MOU, JCHD will be reimbursed by the City for all actual eligible and allowable HUD costs under the terms of this MOU in an amount not to exceed \$20,800.00. Allowable expenditures under this MOU will be within the line-item budget detailed in Attachment B. JCHD is responsible for any cost overruns of the line-item budget.
- B. Match Commitment. JCHD shall provide matching funds as outlined in Attachment B.
- C. Disbursement of Funds. It is expressly agreed and understood that the total to be paid by the Community Development Department under this MOU shall not exceed \$20,800.00. Drawdown for the payment of eligible expenses shall be made against the line item budgets specified in

paragraph VII above and in accordance with performance. Payments made by the Community Development Department to the JCHD for eligible expenses incurred under this MOU shall be paid on a reimbursable basis, given that the JCHD has provided proper and complete source documentation to the Community Development Department. The Community Development Department reserves the right to make the final determination as to the eligibility of any cost submitted for payment with LHC funds. The Community Development Department reserves the right to withhold payments if it determines that JCHD is in noncompliance with any provision of this MOU.

- D. Budget Modification. JCHD will not modify its line item budget under this MOU without the written permission of the Community Development Department. A request for a budget modification must be made in writing specifying the need for the modification. The Community Development Department is under no obligation to approve a budget modification request, and will not approve such a request without the explicit authorization of HUD.

#### **VIII. NOTICES**

Communication and details concerning this MOU shall be directed to the following contact representatives:

##### **Community Development Department**

Lena Gray  
City of Jackson  
161 W. Michigan Avenue  
Jackson, MI 49201  
(517) 768-5515

##### **JCHD**

Shelly Bullinger  
JCHD  
1715 Lansing Avenue  
Suite 221  
Jackson, MI 49202  
(517) 768-1638

#### **IX. AMENDMENTS**

The parties to this MOU understand that the LHC Grant is a new program and is intended to meet the needs of the Jackson community. However, the parties also recognize that programmatic modifications may be required from time to time to ensure the success of the program. The Community Development Department and the JCHD will evaluate this MOU and its Attachments on a periodic basis, and either party may propose changes. Amendments may be approved by the Community Development Department where the change is expected to remove obstacles or improve performance, all signatories to this MOU agree to the changes, HUD has concurred with the changes (if necessary), and the amendment does not violate the FY 2004 Lead Hazard Control Grant Agreement with HUD and applicable federal, state or local laws, rules, regulations. Amendments will also be made as required by the Community Development Department or HUD.

#### **X. ATTACHMENTS**

This Memorandum of Understanding is subject to and incorporates the following:

Attachment A: 12-Month Benchmark Performance Standards  
Attachment B: Budget  
Attachment C: Insurance and Indemnity Requirements

Attachment D: General Terms and Conditions

IN WITNESS WHEREOF, the parties have executed this MOU as of the date written above.

Signed in the Presence of:

City of Jackson  
*A Michigan municipal corporation*

By: \_\_\_\_\_  
Jerry Ludwig *Mayor*

By: \_\_\_\_\_  
Lynn Fessel *City Clerk*

Jackson County Health Department

By: \_\_\_\_\_

By: \_\_\_\_\_

Lead Outreach Position							
MONTH		# OF DAYS	# OF HOUR	PAY RATE	WAGES AT 8 HRS/WK		
OCT	2007	10	80	\$25.00	\$2,000.00		
NOV	2007	8	64	\$25.00	\$1,600.00		
DEC	2007	8	64	\$25.00	\$1,600.00		
Sub-Total		26	208		\$5,200.00		
JAN	2008	10	80	\$25.00	\$2,000.00		
FEB	2008	8	64	\$25.00	\$1,600.00		
MAR	2008	8	64	\$25.00	\$1,600.00		
Sub-Total		26	208		\$5,200.00		
APR	2008	10	80	\$25.00	\$2,000.00		
MAY	2008	8	64	\$25.00	\$1,600.00		
JUN	2008	8	64	\$25.00	\$1,600.00		
Sub-Total		26	208		\$5,200.00		
JUL	2008	10	80	\$25.00	\$2,000.00		
AUG	2008	8	64	\$25.00	\$1,600.00		
SEP	2008	8	64	\$25.00	\$1,600.00		
Sub-Total		26	208		\$5,200.00		
Total		104	832		\$20,800.00		
IN KIND EXPENDITURES		(Health Department Contribution)					
FRINGES:							
Health Insurance					\$2,260.00 x2		\$4,520.00
FICA					\$794.91 x2		\$1,589.82
Life Insurance					\$43.00 x2		\$86.00
Retirement (9.18%)					\$953.89 x2		\$1,907.78
Workers Comp					\$77.93 x2		\$155.86
TOTAL FRINGES					\$4,129.73		\$8,259.46
						Wages	\$20,800.00
INDIRECT COSTS (10%)							\$2,370.06
Total Employee Costs							\$31,429.52

## **LEAD HAZARD CONTROL GRANT**

### **INSURANCE AND INDEMNITY REQUIREMENTS**

#### **1. Indemnity Requirements**

Upon execution of the Memorandum of Understanding (MOU), the Jackson County Health Department (JCHD) will assume all liability for and protect, indemnify and save the City of Jackson (City), its officials, agents, officers, representatives and employees, harmless from and against all actions, claims, demands, judgments, losses, expense of suits or actions and attorney fees for injuries to, or death of, any person or persons and loss or damage to the property of any person or persons, whomsoever, including the parties thereto, and their agents, contractors, sub-contractors, officers and employees, arising in connection with or as a direct or indirect result of entering into and performance of the MOU, whether or not due to or arising out of the acts of any party thereto or its agents, contractors, sub-contractors, officer and employees, or by or in consequence of any negligence or carelessness in connection with the same or on account of liability or obligation imposed directly or indirectly upon the City by reason of any law of the State of Michigan or the United States, now existing or which shall hereafter be enacted, imposing any liability or obligations, or providing for compensation to any person or persons on account of or arising from the death of, or injury to employees. Such assumption will include liability for all environmental hazards, including toxic waste, lead-based paint, and asbestos. Said JCHD will pay, settle, compromise, and procure the discharge of any and all claims and all such losses, damages, and expenses.

#### **2. Insurance Requirements**

a. General. The JCHD will, prior to the drawdown of Agreement funds, file with the City certified copies of policies or adequate certificates (e.g., Acord form) pertaining hereto that it carries as proof of adequate insurance to protect the public and the City of Jackson against general liability and automobile liability.

The furnishing by the JCHD of any insurance policies and insurance certificates required and their acceptance or approval by the City shall not release the JCHD from obligation to provide sufficient coverage as set forth herein and shall not waive liability of the JCHD to indemnify the City against all damage as aforesaid.

For each Agreement to which these requirements apply, the following types and amounts of insurance shall be provided by the JCHD, unless any Special Specifications applicable to the MOU provide for different insurance requirements. The City reserves the absolute right to make the final determination as to whether any insurance provided by the JCHD complies with these Insurance and Indemnity Requirements or any applicable Special Specifications. In addition, the City reserves the absolute right to modify or waive at any time, by mutual agreement with the JCHD, any applicable insurance requirements when, in the discretion of the City's Attorney or other authorized representative of the City Manager, it is in the City's best interests to do so.

Certificates should be sent to Lead Grant Project Manager in the Community Development Department, City Hall, 161 W. Michigan Avenue, Jackson, Michigan 49201.

Questions regarding these requirements should be directed to the City Attorney's Office at 788-4050.

b. JCHD General Liability Insurance. The JCHD will secure and maintain during the life of the Agreement, Commercial General Liability insurance in an amount no less than \$1,000,000 Combined Single Limit per occurrence for both bodily injury and property damage providing the coverage is

equivalent to or greater than those provided by Insurance Services Office (ISO) 1986 Commercial General Liability Policy, Occurrence Form, without any other than the standard exclusions contained in such ISO policy form. The coverage include but are not limited to:

- i. Premises/Operations
- ii. Products/Completed Operations
- iii. Independent Contractors
- iv. Contractual Liability
- v. Explosion, Collapse and Underground Hazard

**The City of Jackson will be listed as an additional insured on this coverage.**

c. Contractor's Motor Vehicle Insurance. The JCHD will procure and will maintain during the life of the Agreement, Motor Vehicle Insurance in an amount not less than \$1,000,000 Combined Single Limit per occurrence coverage for bodily injuries and property damage. Such insurance will be provided through an Insurance Services Office (ISO) Policy 1987 form, occurrence basis, with required Michigan endorsements, or through another policy which provides equivalent or greater coverage than those provided in the ISO form. Such coverage will apply to all vehicles used in connection with work performed for the City.

d. Workers Compensation Insurance. The JCHD agrees that it and all of its subgrantees or sub-contractors will comply with all applicable Workers Compensation laws and will provide proof of such insurance coverage.

e. Bonding. The JCHD will assure that any officer, director, agent, or employee of the JCHD who is authorized to act on behalf of the JCHD for the purpose of receiving or depositing Agreement funds in the program accounts, or issuing financial documents, checks, or other instruments of payments for the program costs shall be bonded for an amount that is the greater of \$10,000 or one-sixth of the total Agreement amount.

i. Notification of Cancellation. A guarantee that 30 days notice to the City prior to the cancellation of, change in, or non-renewal of any such insurance will be endorsed on each policy and will be noted on each certificate. If any of the insurance is cancelled, the JCHD will cease operations on the date of termination and shall not resume operations until new insurance is in force.



## **LEAD HAZARD CONTROL GRANT**

### **GENERAL TERMS AND CONDITIONS**

#### **A. GENERAL PROVISIONS**

1. Definitions. The following definitions are used herein:
  - a. The term “Subrecipient” refers to the Jackson County Health Department (JCHD). Other organizations may be added as Subrecipients in the future.
  - b. The term “Memorandum of Understanding” (MOU) refers to a cooperative agreement and all attachments between the Community Development Department and a Subrecipient.
2. Authority to Enter Into this Memorandum Of Understanding. The Subrecipient assures that it possesses the legal authority to enter into this Memorandum of Understanding (MOU); it has authorized the person(s) identified as the contracting official(s) of the Subrecipient to execute documents on behalf of the Subrecipient, to act in connection with this MOU, and to provide such additional information as may be required by the City of Jackson Community Development Department.
3. Compliance With Federal Requirements. The Subrecipient will comply with all applicable provisions of the Lead Hazard Control (LHC) Grant and the regulations pertaining thereto; to all other applicable federal laws and regulations; and to policies of the U.S. Department of Housing and Urban Development (HUD). The Subrecipient further agrees to comply with all subsequent revisions, modifications, and amendments to the above acts, laws, rules, regulations, and procedures that will become immediately effective in this MOU upon their enactment or promulgation. Failure by the Subrecipient to accept or comply with rules, regulations, and procedures which affect the terms of this MOU, and which the Community Development Department will present in writing, will be sufficient basis for termination by the Community Development Department.
4. Applicability of Federal, State and Local Laws. Notwithstanding any term or condition of this MOU to the contrary, it is understood by all the parties hereto that nothing in this MOU will relieve any of the parties from adherence to applicable federal, state, and local laws and regulations.
5. Rights of the Community Development Department. The Community Development Department shall have the right to:
  - a. Have access to and examine the books, records, and files of the Subrecipient insofar as is necessary to determine compliance with the terms and conditions of this MOU.
  - b. Visit any site, interview any beneficiary, and observe any action covered by this MOU.
  - c. Determine the allowability of any cost or expenditure and require of the Subrecipient, in writing and within a specified period of time, the reimbursement to the City of any disallowed cost or expenditure paid for by the City. Moreover, if the allowability of an expenditure cannot be determined because records or documentation are inadequate, the questionable cost will be declared disallowed and the Subrecipient will reimburse the Community Development Department for the amount of such disallowed cost.
  - d. Promulgate and require adherence to standards, forms, instructions, and procedures for record keeping and reporting by the Subrecipient, and to unilaterally modify or amend those standards, forms, instructions, and procedures to which the Subrecipient must adhere.

6. Obligations of the Community Development Department. The Community Development Department will have the obligation to:

- a. Make available for review by the Subrecipient each and every act, regulation, rule, and law that is specifically named and incorporated into this MOU.
- b. Notify the Subrecipient of any changes in such act, regulation, rule, and law that is specifically named and incorporated in this MOU, which may affect the Subrecipient's performance under the terms and conditions of this MOU.
- c. Provide the Subrecipient with reporting forms, along with written instructions and procedures, as required by the Community Development Department and HUD.

7. Continuing Right of Enforcement. The failure of the City to enforce at any time any of the provisions of this MOU, or to require at any time performance by the Subrecipient of any of the provisions hereof, will not be construed to be a waiver of such provisions, nor in any way to affect the validity of this MOU or any part hereof, or the right of the City to enforce each and every provision.

8. Assignment of MOU. This MOU will not be assigned to another party without the prior, written approval of the Community Development Department.

9. Subagreements. Any Subagreement entered into by the Subrecipient, for the performance of functions or provision of services under this MOU, will be in writing and will provide that the Subagreement recipient will be bound by all of the applicable terms and conditions of this MOU.

10. Payment of Withholding and Corporation Taxes and Judgements. During the term of this MOU, the Subrecipient will provide to the Community Development Department, within three working days, a copy of any of the following:

- a. Notice from the Internal Revenue Service, the Michigan Department of Treasury, the City of Jackson and/or other governmental taxing unit relating to liens, levies, past-due obligations, or judgements of any court; and/or other actions taken by the taxing unit against the Subrecipient.
- b. Notice from a bank or other institution of a levy by any of the above taxing units against the account(s) of the Subrecipient.
- c. Notification of missing a scheduled payment of withholding and/or corporation taxes and/or scheduled filing of withholding or corporation tax reports to any of the above taxing units.
- d. Correspondence generated by the Subrecipient, or any agent acting on its behalf, to any of the taxing units in response to actions taken by that unit.

Failure of the Subrecipient to comply with any of these requirements in full, and in a timely manner, will result in immediate withholding of funds to the Subrecipient until the matter is resolved to the Community Development Department's satisfaction. Failure on the part of the Subrecipient to promptly and fully resolve any outstanding tax problems may result in termination of the MOU.

This certification is required by the Community Development Department to determine if the Subrecipient is complying with all the terms and conditions of the MOU and that it is not intended to be a guarantee to any taxing unit that taxes have been or will be paid.

11. Prohibition on Religious Activities. The Subrecipient will not engage in any religious activities or instruction in the implementation of this MOU. Any unit assisted with LHC funds must be used solely for residential secular purposes. No religious or membership criteria may be used to include or exclude program participants.

12. Affirmative Action. The Subrecipient agrees to take affirmative action in hiring, training, and promoting minority group persons and women to bring about reasonably representative integration of their employees. For purposes of this MOU, a "minority group person" includes one of the following:

- a. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin)
- b. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish Culture or origin, regardless of race)
- c. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands)
- d. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

The Subrecipient further agrees to review or examine with the Community Development Department relevant employment data and other information pertaining to its hiring practices.

## **B. REQUIREMENTS SPECIFIC TO LHC GRANT**

1. Lead-Based Paint. The Subrecipient will comply with all City-promulgated requirements relative to lead-based paint, the applicable requirements of the Lead-Based Paint Poisoning Prevention Act [42 U.S.C. 4821-4846] and the applicable provisions of 24 CFR Part 35 (or its successor or replacement section) and 24 CFR 982.401(j). In addition, the CAA agrees to refer for Blood Lead Level Testing (BLL), all LHC applicants with children under 6 years of age (72 months) that have not been tested within the past 6 months. The Program will sub-contract with local agencies to provide BLL testing. All BLL testing sites must conform to CDC protocols. A copy of the BLL report will be documented in the project file.

2. Lead-Certified Workforce. The Subrecipient agrees that all lead remediation projects conducted under the Lead Hazard Control grant will be conducted by persons qualified for the activities according to 24 CFR 35 (possessing certification as abatement contractors, risk assessors, inspectors, abatement workers, or sampling technicians, or others having been trained in a HUD-approved course in lead-safe work practices).

3. Key Personnel. The personnel identified in the grant award are considered to be essential to the work being performed under the grant(s). Prior to diverting any of the specified individuals to other work, the Subrecipient will notify the Community Development Department reasonably in advance and will submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the work effort. The Community Development Department will inform HUD immediately in writing of changes in key personnel. No diversion will be made by the Community Development Department without the written consent of HUD.

4. Conduct of Work. The Subrecipient must obtain the prior approval of the Community Development Department (and HUD) whenever there is proposed revision of the scope or objectives of the project (regardless of whether there is an associated budget revision requiring prior approval). Only HUD has the authority to authorize deviations from the MOU, including deviations from the Statement of Work/Work Plan. In the event a Subrecipient does deviate without written approval of HUD, such deviation will be at the risk of the Subrecipient, and any costs related thereto, will be borne by the Subrecipient.

5. Termination of this MOU.

a. If, for any cause, the Subrecipient fails to fulfill in a timely and proper manner its obligations under this MOU, or if the Subrecipient violates any of the covenants or stipulations of this MOU, the Community Development Department will thereupon have the right to terminate this MOU by giving written notice to the Subrecipient of termination and specifying the effective date thereof at least 30 days before the effective date of such termination.

b. If, for any cause, alterations or changes take place in the rules, regulations, laws, or policies to which the City is subject or in the allocation or allotment of funds provided to the City for the purposes of this MOU, the Community Development Department shall have the right to terminate this MOU. Such termination shall take effect immediately upon receipt of written notice of it by the Subrecipient, unless a different effective date is specified in that notice.

c. Any party to this MOU may terminate this MOU without cause at any time, for any reason, by giving at least 30 days notice in writing to the other party.

d. If the MOU is terminated as provided in paragraphs a., b. or c. above, the Subrecipient will be paid for all eligible and allowable costs incurred prior to the termination date, less payments previously made.

6. Failure to Perform. If, through cause, the Subrecipient fails to fulfill in timely and proper manner the obligations of this MOU, the Community Development Department will thereupon have the right to:

- a. Give a detailed written notice to the Subrecipient of such violation.
- b. Allow the Subrecipient a specified period of time to correct said violation.
- c. If, after the specified period of time, the violation has not been corrected to the satisfaction of the Community Development Department, the Community Development Department will specify a termination date of this MOU, if not previously stated in the detailed written notice.
- d. No specific corrective actions of the Subrecipient will deprive the Community Development Department of any additional rights and remedies under the terms of this MOU.

7. Order of Precedence. In the event of an inconsistency among any of the provisions of this grant, the following order of precedence will apply:

- a. Notice of Funding Availability, April 25, 2003
- b. Management and Work Plan
- c. Lead-Certified Workforce Statement (See B.2. above)
- d. Statement of Work/Work Plan
- e. Special Conditions
- f. Schedule of Articles
- g. Uniform Administrative Requirements
- h. City's Grant Application

8. Disputes. During the performance of the grant(s), disagreements may arise between the Community Development Department or Subrecipient and HUD on various issues. If a dispute concerning a matter of fact arises, HUD will prepare a final decision, taking into account all facts and documentation presented. The decision will be mailed to the Community Development Department. The Community Development Department may appeal the decision within thirty (30) days to the Deputy Secretary of HUD, or his or her designated representative.

9. Other Requirements. The Subrecipient will comply with all requirements of the LHC Grant that may be applicable to a Subrecipient and/or a specific project.

### **C. BUDGET AND FINANCE**

1. Budget. The Subrecipient will incur costs in conformance with the approved budget. The Subrecipient will be responsible for any cost overruns of any of the line items within the budget.

2. Period of Performance. The Subrecipient will provide all services stipulated in the MOU prior to September 29, 2008. All obligations incurred under the grant must be liquidated no later than June 30, 2009. The preparation of final administrative and financial reports must be submitted to the Community Development Department by October 31, 2008.

3. Procurement, Conflict of Interest, and Cost Principles. The Community Development Department will reimburse the Subrecipient for costs incurred that are determined to be allowable, allocable, and reasonable in accordance with the following cost principles, as applicable.

- a. OMB Circular A-122.
- b. Handbook 2210.18 Cost Principles for For-Profit Organizations.
- c. Federal Acquisition Regulation, Part 31.2.

4. Indirect Costs. If the Subrecipient has received a provisional rate, pending establishment of a final rate, reimbursement will be made on the basis of the provisional rate. The Subrecipient agrees to bill at the provisional indirect cost rate for the entire period of performance under this grant. At completion of the grant, adjustments may be made from the provisional rate to the final rate. However, such adjustments must be within the total amount of the MOU.

5. Amount of Cost Share Provisions. HUD reserves the right to withhold one percent (1%) of the grant pending receipt and approval of the final progress report.

6. Accounting Requirements. Subrecipient will record all project costs following accounting principles generally accepted in the United States and will file reports as required on a cash accounting basis unless waived in writing by the Community Development Department. A separate account number (Fund) or cost recording system must separate all direct and indirect project costs from the Subrecipient's other or general expenditures.

7. Deposit of MOU Funds. All MOU funds deposited before expenditure will be deposited in an interest bearing account at a federally insured financial institution.

8. Reversion of Assets. Upon expiration or termination of this MOU, the Subrecipient agrees to transfer to the Community Development Department any LHC funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of said funds. The Community Development Department will not seek reimbursement of its fair share of equipment purchased for the performance of this grant, provided its fair market share at the end of the grant is not greater than \$5,000.

9. Audit. The Community Development Department will have an independent audit of the LHC funds conducted by a Certified Public Accountant for each fiscal year of the Subrecipient in which MOU funds are disbursed. Audit reports must be prepared in accordance with the requirements of OMB Circular A-133, and submitted to the Community Development Department within (180) days following the close of the fiscal year of the Subrecipient. The auditor must also prepare an IRS Form-990 and a management letter and/or report on internal controls related to the audit, and a copy of those documents must be submitted with the audit report. Only those costs specifically related to the audit of the LHC, as determined by the Community Development Department, will be eligible for reimbursement from funds provided through this MOU.

10. HUD'S Right to Audit. Where exceptions are found in an audit of a Subrecipient, HUD has the right to order a special audit, even if the Subrecipient's auditor or a cognizant agency has already conducted one.

11. Liability for Damages and Disallowed Costs. Notwithstanding any term or condition of this MOU to the contrary, the Subrecipient will not be relieved of liability to the Community Development Department for damages sustained by the Community Development Department by virtue of any breach of the MOU by the Subrecipient, or any disallowed cost; and the Community Development Department will have the right to demand of the Subrecipient the return of any MOU funds used for such disallowed costs, and the Subrecipient agrees to comply with such demand.

#### **D. REPORTING AND RECORD KEEPING**

1. Access to Records. The Subrecipient will give the Community Development Department or any federal, state or local agency to which the Community Development Department has responsibility and accountability for funds provided under this MOU including, but not limited to, HUD and the Comptroller General of the United States, through any authorized representative, the access to and the right to examine all books, papers, documents, or other records related directly or indirectly to this MOU, in order to make audits, examinations, excerpts and transcripts. Such access shall be limited in accordance with applicable laws governing Access to Records.

2. Maintenance and Retention of Records. The Community Development Department and Subrecipient agree to maintain sufficient financial and programmatic records pertaining to activities funded through this MOU as will enable it to properly comply with all reporting and record keeping requirements of the Community Development Department and HUD. Such records and documents will be retained and available for audit, examination, excerpts and transcripts for a minimum of three (3) years after the completion and close out of the Subrecipient with HUD.

Programmatic records will include documentation of outreach and education activities, client and property eligibility determinations, risk assessments, lead hazard remediation specifications and contracts, occupant protection and temporary relocation plans, results of lead clearance testing, follow-up lead dust sampling results, and all other information required by the Community Development Department and HUD.

If any litigation, claim, negotiation, audit, monitoring inspection or other action has been started before the expiration of the required record retention period, records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required record retention period, whichever is later.

At the end of the three-year record retention period, the Community Development Department will determine whether the records will be archived, where the files will be lodged, and for what period of time.

3. Reporting and Filing. The Subrecipient will make timely, complete programmatic and financial reporting and filing as required by the forms and instructions issued by the Community Development Department.

4. Restriction on Disclosure. No personal information obtained from an individual in conjunction with this MOU will be disclosed by the Subrecipient, its employees or agents in a form in which it is personally identifiable without written consent of the individual concerned, except as required by law.

## **E. OTHER FEDERAL REQUIREMENTS**

1. Nondiscrimination and Equal Opportunity. The Subrecipient agrees that no person will on the ground of race, color, sex, age, national origin, religion, handicap, height, weight, or marital status be excluded from participation in, be denied the proceeds of, or be otherwise subjected to discrimination under any program for which the Grant partner receives federal financial assistance, and that it will immediately take appropriate measures to implement this assurance. This nondiscrimination requirement is in accordance with one or more of the following Federal and State laws, regulations, and executive orders:

- a. Fair Housing Act (42 U.S.C. 3601 et seq) and implementing regulations at 24 CFR part 100
- b. Executive Order 11063, as amended by Executive Order 12259, and implementing regulations at 24 CFR Part 107
- c. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and implementing regulations at 24 CFR Part 1
- d. Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) and implementing regulations at 24 CFR Part 146
- e. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR Part 8
- f. Executive Order 11246 and the regulations issued at 41 CFR Chapter 60;
- g. Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise)
- h. Elliott-Larsen Civil Rights Act, Act No. 453, Michigan Public Acts of 1976, as amended
- i. The Federal requirements, including accessibility requirements, set forth in 24 CFR 5.105(a), Nondiscrimination and equal opportunity.

2. Section 3 Requirements. The Subrecipient will comply with the applicable requirements of Section 3 of the Housing and Community Development Act of 1968, as amended and implemented in 24 CFR Part 135, and the clause from 24 CFR Part 135.38. The Subrecipient will provide annual reports (HUD-60002 or its replacement or successor form) and/or any other reports on Section 3 activities the Community Development Department may require.

a. The work to be performed under this MOU is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, will to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

b. The parties to this MOU agree to comply with HUD's regulation in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this MOU, the parties to this MOU certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

c. The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Subrecipient's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice will describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work will begin.

d. The Subrecipient agrees to include this Section 3 clause in every contract subject to compliance with regulation in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the contract or in this Section 3 clause, upon a finding that the contractor is in

violation of the regulation in 24 CFR Part 135. The Subrecipient will not contract with any contractor where the Subrecipient has notice or knowledge that the contractor has been found in violation of the regulations in 24 CFR Part 135.

e. The Subrecipient will certify that any vacant employment positions, including training positions, that are filled (1) after the Subrecipient is selected but before the MOU is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the Subrecipient's obligations under 24 CFR Part 135.

f. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this MOU for default, and debarment or suspension from future HUD assisted agreements.

3. Displacement, Relocation, and Acquisition. The Subrecipient will carry out all LHC assisted activities in conformance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), 24 CFR 92.353 and 49 CFR part 24 pertaining to displacement, relocation and acquisition. All eligible costs of temporary relocation of persons that directly result from the use of LHC or LHRD funds for lead remediation will be the responsibility of the Subrecipient to pay using funds provided through this MOU or other non-MOU funds.

4. Flood Insurance. The Subrecipient will implement LHC assisted activities in compliance with the requirements of 24 CFR 92.358 pertaining to flood insurance.

5. Davis-Bacon and Related Acts. The Subrecipient understands that the Davis-Bacon Act does not apply to the LHC Grants. However, if the Subrecipient will use another Federal program in which Davis Bacon prevailing wage rates apply, then Davis-Bacon provisions would apply to the extent required under the other Federal program.

6. Debarred, Suspended, or Ineligible Parties.

a. The Subrecipient will comply with City rules and the Federal provisions of 24 CFR Part 24 relating to the use of contractors or subcontractors during any period of debarment, suspension, or ineligibility.

b. The Subrecipient will not engage in a business or other relationship with any party that is included on the U.S. General Services Administration's "List of Parties Excluded from Federal Procurement or Non-Procurement Programs."

7. Prohibition on Lobbying. No funds, materials, property, or services provided directly or indirectly under this MOU will be used for publicity or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States, the legislature of the State of Michigan, or any local legislative body unless such use of funds is authorized in writing by the Community Development Department.

No LHC or LHRD will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than LHC funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract,



grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Subrecipient will require that the language in this section be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all such recipients will certify and disclose accordingly.

8. Limitation on Consultant Payments. Salary payments to consultants hired through the Subrecipient's personnel system will not exceed the maximum daily rate paid at Level IV of the Executive Schedule for Federal Employees. This limitation does not include consultants who perform work as independent contractors.

9. Patent Rights (Small Business Firms and Nonprofit Organizations). Patent rights are as specified in 37 CFR Part 401 entitled "Rights to Inventions made by Nonprofit Organizations and Small Business Firms under Government Contracts and Cooperative Agreements." Inquiries regarding this Patent Rights clause will be in writing and directed to HUD.

10. Publications and News Releases. For the purposes of this clause, "publication" includes any document containing information for public consumption or the act of, any act, which may result in disclosing information to the public.

a. All interim and final reports and information, data analyses, special methodology, findings, and other related documents and work products, including reports, work sheets, survey instruments, computer tapes, and any other physical materials and products produced directly under the Statement of Work/Work Plan of this grant are considered Official Products of Work, owned by the federal government and held for the benefit of the public.

b. Official products of work, questions therein, paraphrasing, or disclosures of interim findings may not be published without the approval of HUD.

c. All official products of work, or any part thereof, and any independent products and special products arising out this grant, when published shall contain the following acknowledgement and disclaimer: "The work that provided the basis for this publication was supported by funding under a grant with the U.S. Department of Housing and Urban Development. The substance and findings of the work are dedicated to the public. The author and publisher are solely responsible for the accuracy of the statements and interpretations contained in this publication. Such interpretations do not necessarily reflect the views of the Government."

d. Two copies of all press releases, formal announcements, and other planned, written issuances containing news or information concerning this grant must be provided to HUD at the earliest possible time. News releases and other public announcements may not disclose any interim finding or quote or paraphrase any part of the official product of work without complying with the paragraph above.

11. Uniform Administrative Requirements for Nonprofits. The Subrecipient will comply with the Uniform Administrative Requirements for Nonprofits, as applicable.

**JACKSON COUNTY CIRCUIT-FAMILY-PROBATE COURTS  
OFFICE OF COURT ADMINISTRATOR**

**312 SOUTH JACKSON STREET  
JACKSON, MICHIGAN 49201  
(517) 768-8565 FAX:(517) 788-4623  
Charles M. Adkins, Court Administrator**

---

**TO:** Randy Treacher  
**FROM:** Charles M. Adkins *cmf*  
**DATE:** Sept. 28, 2007  
**RE:** Recovery Court Grant

We have been approved for some additional funding for the expansion of the Adult Recovery Court to include some of the more serious cases. The new grant totals \$144,273, which includes funds for the creation of a new Recovery Court Coordinator. This position will be a duplication of our current Recovery Court Coordinator, with the exception that this position is grant funded.

We are asking for board approval for the creation of this position. Our preference would be to have it created as a regular full-time position, or in the alternative a contractual position. This position is a grade level 9. Please refer to the attached grant information for cost breakdown.

If you have additional questions, please contact Judge Schmucker or myself.



Applicant: Cou  
 Applic  
 User: Mr. Ch  
 Chec

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## BYRNE JAG BUDGET SUMMARY

### Instructions:

- To add a budget item, click the **Add Budget Item** tab.
- To view the budget detail, click the **Budget Detail** tab.

<b>Budget Summary</b>	<b>Budget Detail</b>	<b>View PDF</b>	<b>Add Budget Item</b>
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<b>FEIN</b>	<b>Grant Number</b>	<b>Starting Date</b>	<b>Ending Date</b>	<b>Fiscal Year</b>
38-6004845	Byrne JAG	10/1/2007	9/30/2008	20

**Byrne JAG Budget Summary for County of Jackson**

Line Item Titles	State Funds	Local Funds	TOTAL
Salary and Wages	\$52,073	\$0	
Fringe Benefits	\$11,300	\$0	
Travel Expenses			
Supplies and Materials	\$10,900	\$0	
Contractual (Subcontracts)	\$70,000	\$0	
Equipment Expenses			
Other Expenses			
<b>SUBTOTAL</b>	<b>\$144,273</b>	<b>\$0</b>	
Indirect Cost Rate <input type="text" value="0"/> %	<input type="text" value="0"/>	<input type="text" value="0"/>	
<b>TOTAL</b>	<b>\$144,273</b>	<b>\$0</b>	
Match Percentage			

**Source of Funds**

Function Titles	State Funds	Local Funds	TOTAL
State Agreement	\$144,273		
Local		<input type="text" value="0"/>	
Federal		<input type="text" value="0"/>	
Other(s)		<input type="text" value="0"/>	
Fees and Collections		<input type="text" value="0"/>	
<b>TOTAL</b>	<b>\$144,273</b>	<b>\$0</b>	

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**COUNTY OF JACKSON**

**UNION EMPLOYEE HANDBOOK**

**OF**

**PERSONNEL**

**POLICIES & PROCEDURES**

September 2007

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## EQUAL EMPLOYMENT OPPORTUNITY

The County of Jackson and Courts (Circuit/Family/Probate and District), will provide equal employment opportunities to qualified persons without regard to race, creed, color, sex, age, religion, national origin, marital status, height, weight, or handicap as required by law.

### DEFINITIONS

Definitions listed below clarify some of the terms used throughout this document.

EMPLOYER: The word "employer" means the County and Courts of Jackson, including its Commissions, Board and Authorities of the County of Jackson, State of Michigan.

EMPLOYEE: The word "employee" means regular full or part-time employee.

PART-TIME EMPLOYEE: The term "part-time" shall be as defined in the respective collective bargaining agreements.

FULL-TIME EMPLOYEE: The term "full-time" means an employee regularly scheduled to work eighty (80) hours per eighty (80) hour pay period.

IMMEDIATE FAMILY: The term "immediate family" shall be as defined in the respective collective bargaining agreements.

### VACANT POSITIONS

Vacant union positions are posted per the provisions of the respective collective bargaining agreements. The posting includes the following information:

Position  
Department  
Bargaining Unit  
Rate of Pay  
Summary Statement  
Qualifications  
Contact Person

Union/association positions are filled pursuant to collective bargaining agreement provisions with regard to seniority and qualifications.

All employees are eligible to apply for positions within the County and Courts and are encouraged to do so.

Accommodations for people with disabilities will be provided when requested.

## COUNTY OF JACKSON POLICY STATEMENTS

The County of Jackson is committed to providing safe, healthy and favorable working conditions for all its employees. To that end, policies and procedures have been adopted to ensure appropriate health and safety precautions, provide for peaceful and amicable resolution of differences and to create an orderly, cooperative and un-offensive work environment.

For these policies and procedures to be effective, employee awareness is essential. The following pages briefly outline the policies and procedures and the purpose for their adoption.

### SMOKING IN PUBLIC PLACES

In compliance with Section 1. Act No. 368 of the Public Acts of 1978 as amended, part 126, Smoking in Public Places and County Ordinance #8, Clean Air Ordinance, the County of Jackson provides a smoke free work place for employees.

Smoking or the use of other tobacco products is strictly prohibited within any building or vehicle owned, leased or operated by the County.

**Complaints:** All complaints concerning alleged or confirmed violations of the County's Clean Air Ordinance shall be reported in writing to the Jackson County Health Officer with a copy submitted to the County Administrator.

**Investigation:** All complaints received by the Health Officer will be investigated within ten (10) working days of receipt of the written request. The results of the investigation will be in written form filed with all parties concerned in addition to the County Administrator.

**Violations:** If, following investigation, a violation of the County Ordinance is determined to exist, then a written warning will be issued by the investigating officer for a first time offense. A second violation will be subject to a \$50 fine. Each additional violation will be subject to a \$200 fine.

### DRUG FREE WORKPLACE

Jackson County realizes the importance of providing a safe and healthy work environment for all employees. The presence of illegal drugs in the work place creates a danger to all. In compliance with the Drug Free Workplace Act of 1988, the County of Jackson will not tolerate the illegal use of drugs.

All premises of Jackson County, including work sites and all County owned and operated vehicles, are to be drug free work places.



In furtherance of this realization and pursuant to Public Law 100-690 of 1988, Jackson County, including its Commissions, Boards and Authorities prohibits the unlawful manufacture, distribution, dispensation and possession or use of a controlled substance in the work place. Employees found to be in violation of this policy will be subject to appropriate disciplinary action, up to and including termination for the first offense, and/or other remedial measures as the individual circumstances warrant.

Employees convicted of violating a criminal drug statute must inform the Human Resources Department of such conviction (includes pleas of guilty and nolo contendere) within five (5) days of the conviction. Appropriate personnel action, up to and including termination of employment, will be taken against any employee convicted or sentenced or both.

Additionally, employees will receive information regarding the dangers of drug abuse in the workplace, and will be given a listing of available drug counseling and rehabilitation programs in Jackson County and surrounding areas, approved for such purposes by a Federal, State or local health agency, law enforcement or other appropriate agency.

Upon hire, all employees are provided a copy of the Policy Statement, a listing of drug counseling and rehabilitation programs available in Jackson County, and printed literature regarding the dangers of drug use in the workplace.

As a condition of employment, employees must abide by the terms of this statement.

### **IMMIGRATION REFORM AND CONTROL**

In compliance with the Immigration Reform and Control Act of 1986 and Title VII of the Civil Rights Act of 1964 and pursuant to the County of Jackson's commitment to employ only U.S. citizens or aliens authorized to work in the United States, upon hire all employees are required to complete and sign the verification form (I-9) designated by the Immigration and Naturalization Service to certify that they are eligible for employment and to provide copies of the documentation required for verification of U.S. citizenship or legal alien status.

A photocopy will be made and attached to the completed I-9 form of documentation (i.e., social security card, driver's license, birth certificate, passport, etc.) presented by new employees to verify their citizenship.

If so requested, the County of Jackson will provide officials of the Immigration and Naturalization Service or the Department of Labor with copies of the completed I-9 forms for inspection.

## HARASSMENT POLICY

Our employment practices are based on job qualifications without regard to race, color, national origin, religion, age, sex, marital status, height, weight, handicap, or any other protected classifications. Handicapped employees who feel accommodation is needed to perform their job must notify the Human Resources Director in writing of the need for reasonable accommodation within 182 days after the date the employee knew or reasonably should have known that an accommodation was needed. Failure to properly notify the County will preclude any claim that the County failed to accommodate the handicapped employee. The County will make accommodations that do not pose an undue hardship.

## SEXUAL HARASSMENT

The County's equal employment opportunity policy against discrimination and harassment prohibited by law includes a prohibition against sexual harassment. The law defines sexual harassment as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct or communication of a sexual nature when either:

1. Submission to or rejection of such conduct or communication by an individual is used as a factor in decisions affecting the individual, for example the individual obtaining employment; OR
2. Such conduct or communication has the purpose or effect of substantially interfering with an individual's employment or creates an intimidating, hostile or offensive employment environment. This includes, but is not limited to:
  - a. Sexually-orientated jokes, gestures, noises, remarks, or comments about a person's sexuality or sexual experience directed at or made in the presence of an employee;
  - b. Sexual or discriminatory displays or publications; and
  - c. Retaliation for sexual harassment complaints.

### Reporting Illegal Discrimination or Harassment

It is the policy of the County that any employee who, in good faith believes he or she has been subject to an illegal discrimination or harassment prohibited by law, or who believes, in good faith, he or she has observed discrimination or harassment prohibited by law, must report that fact immediately in writing under the procedure set forth below.

## Procedure

The following procedure must be utilized by County employees for the processing of complaints relating to illegal harassment. It is the intent of Jackson County to take action to prevent unwanted conduct from occurring and to handle all complaints in a fair, impartial, and prompt manner. All complaints will be investigated individually and confidentially as follows:

1. An employee who believes he/she has been subjected to illegal harassment or unwelcome sexual conduct is to report the incident in writing to the Human Resources Director. If the employee is not comfortable making the complaint to the Human Resources Director he/she may report the complaint in writing to the County Administrator/ Controller or the appropriate elected official whom is in charge of the employee's department. Written information may be disclosed to the alleged abuser to allow them an opportunity to defend themselves.
2. A meeting will be held between the person making the complaint and the Human Resources Director, or designate, as soon as possible, but no later than three (3) days after the date the complaint is made. Following this meeting, the accused employee will have full opportunity to respond to the allegations. The investigation may also include if necessary, interviews with other witnesses to the alleged occurrences.
3. Once the investigation is complete, if it is determined that illegal harassment or unwelcome conduct occurred, immediate disciplinary action up to and including discharge will be taken to resolve the situation and to prevent future incidents.

Employees or officials accused of illegal harassment under this policy are strictly prohibited from taking retaliatory action against the employee seeking redress under this policy.

## **WORKPLACE VIOLENCE POLICY**

Workplace violence is a serious concern for all employers. This policy adopts a "zero tolerance" philosophy for the work environment. Acts or threats of physical violence, including intimidation, harassment, and/or coercion which involves or affects Jackson County will not be tolerated.

## Employee Questions

Employees should refer all questions regarding their rights and obligations under this policy to the Human Resources Department.

### Acts of Violence Defined

"Threats or acts of violence" include conduct against persons or property that is sufficiently severe, offensive, or intimidating to alter the employment conditions of the employer. This shall include any acts which create, or could create, a hostile, abusive, or intimidating work environment for one or more employees of Jackson County.

### Examples of Workplace Violence

General examples of prohibited workplace violence include, but are not limited to, the following:

- Any threat or act of violence committed on Jackson County property, regardless of whether the individual is employed by Jackson County.
- Any threat or act of violence not committed on Jackson County property, but by an employee acting in the capacity as a representative of the County.
- Any acts or threats resulting in the conviction of an employee or agent under any criminal code of government which would adversely affect the legitimate interests and goals of Jackson County.
- Any act or threats viewed by Jackson County as unacceptable in regards to its workplace violence policy.

### Specific Examples of Prohibited Conduct

Specific examples of conduct that may be considered "threats or acts of violence" prohibited under this policy include, but are not limited to, the following:

- Hitting or shoving an individual.
- Threatening to harm an individual or his/her family, friends, associates, or their property.
- The intentional destruction or threat of destruction of Jackson County owned property.
- Making harassing or threatening telephone calls, letters or other forms of communication.
- Any form of criminal "stalking". Stalking is defined as any willful, malicious, and repeated following of another person and making a credible threat with intent to place the other person in reasonable fear of his or her safety.
- Possession of any firearm or weapon on County property. Weapon is defined as any object that could be used or fashioned to cause physical injury to another person.

**Note:** Any weapon which is provided by the County in the execution of specific duties is excluded from this definition.

### Application of Prohibition

The County's prohibition against threats and acts of violence applies to all persons employed by Jackson County. Contract and temporary workers, and anyone else on County property would be included in this policy. Violation by an employee of any provision of this policy may lead to disciplinary action up to and including termination, as provided in the County personnel rules and regulations. This policy and any sanctions related thereto are to be deemed supplemental to the County's Personnel Rules and Regulations, and applicable to State and Federal laws.

### Employee Obligations

Each employee and every person on County property, or while involved in County business, is encouraged to report incidents of threats or acts of physical violence of which he or she is aware.

In cases where the reporting individual is not an employee, the report should be made to the local police department.

In cases where the reporting individual is an employee, the report should be made to the reporting individual's immediate supervisor, a management level supervisory employee if the immediate supervisor is not available, or to the Human Resources Department. Each supervising employee shall promptly refer any such incident to the appropriate management level supervisor, who shall take corrective action in accordance with the County's rules and regulations. Concurrently with the initiation of any investigation leading to a proposed disciplinary action, the management level supervisor shall report the incidents of threats or acts of physical violence to the local police department.

Nothing in this policy alters any other reporting obligation set forth by State, Federal, or other applicable law.

## **IDENTIFICATION BADGES**

### Policy Statement

The County of Jackson provides all Elected Officials and employees with a photo identification badge. This badge is encoded with the employee's identification number and is to be worn only by the authorized employee.

### Procedures

1. All Elected Officials and employees will have a photo identification badge prepared upon employment by the County of Jackson.

2. Special badges will be issued to departments for temporary, seasonal, and casual employees.
3. Identification badges are to be worn where they are clearly visible and with the face showing at all times while the employee is on duty. Requests for exemptions, by classification, must be made in writing to the Administrator/Controller by the Department Head. Administrator/Controller approved exemptions will be maintained on file in the Human Resources Department.
4. The employee is not allowed to attach any pins, stickers, or other ornaments to the badge. Badges that are defaced or mutilated will need replacement and the established replacement fee will be charged. Employees losing or damaging their card must have another made at a charge of \$5.00. If the replacement is necessary because of ordinary wear and tear, or due to a transfer or promotion, no fee will be charged.
5. Failure to wear the badge may subject the employee to progressive discipline.
6. Employees losing their badge must report the loss immediately to the Human Resources Department.
7. The Human Resources Department will contact those staff members requiring an identification badge resulting from a transfer or promotion.
8. Identification badges remain the property of the County of Jackson and must be turned in to the Human Resources Department during an extended leave of absence, disciplinary suspension, and at the time of termination prior to receiving the final paycheck.
9. Employees are to use their own badge. Employees that use another person's badge may be subject to disciplinary action.

### **E-MAIL POLICY**

Purpose: To set forth Jackson County's policy with regard to access and disclosure of electronic mail (e-mail) messages sent or received by Jackson County employees.

#### Guidelines and Procedures

1. The e-mail system is to be used for official Jackson County business only.
2. No confidential information (i.e., information or opinions subject to attorney/client privilege) or proprietary information (i.e., bid information or proprietary software information) shall be put in an e-mail message.

3. All e-mail messages are property of Jackson County and may be subject to disclosure under the Freedom of Information Act.
4. It is unprofessional to violate the privacy of other users by reading their e-mail unless you are specifically authorized to do so.
5. Jackson County reserves the right to access and disclose all messages sent over its e-mail system and to determine whether there have been any violations of county policy or misconduct on the part of the employees.
6. The use of threatening, obscene, insulting, or abusive language is not allowed and may result in disciplinary action. Examples of such language include, but are not limited to:
  - a. derogatory remarks based on race, religion, color, sex, handicap, or national origin,
  - b. remarks that are defamatory toward any person,
  - c. remarks that constitute sexual harassment, remarks that are abusive, profane or offensive to a reasonable person.
7. The misuse of e-mail in any way may result in disciplinary action. Examples of misuse include but are not limited to:
  - a. use of e-mail for any unlawful endeavor,
  - b. requesting or providing any copyrighted material in a way which infringes on those rights,
  - c. advocacy of religious or political causes,
  - d. use of e-mail as part of an employee's off the job pursuits,
  - e. use of e-mail for commercial purposes and/or for advertising items, services, or discounts offered by a commercial enterprise for personal benefit rather than the benefit of Jackson County.

## **INTERNET POLICY**

Purpose: To define the acceptable use of the Internet and online services for Jackson County employees. All Internet usage is considered to be public.

### Guidelines and Procedures

1. The Internet, as provided by Jackson County to its employees, is to be used in support of County tasks or as authorized by County management. Any restriction of use, contained in this policy, is intended to protect Jackson County and its resources.
2. Acceptable usage of the Internet, as provided by Jackson County includes:

- a. Communication with professional associations, governments, universities, businesses and/or individuals associated with the facilitation of County business, research and educational efforts as authorized by department heads.
  - b. Distribution of information to the general public whereby such information is made available under the County guidelines for the release of information under the Freedom of Information Act.
  - c. Incidental communication between County employees and professional colleagues which facilitates work assignments and professional development in a work related field.
3. Unacceptable usage of the Internet, as provided by Jackson County, includes:
- a. Personal use not related to the conduct of work on behalf of Jackson County (with the approval of their supervisor, employees may access the Internet for personal development and research after their normal work hours).
  - b. To gain unlawful access to information and communication resources,
  - c. Intentional introduction of malicious code such as computer viruses,
  - d. Illegal or malicious activity; political activity; religious promotion; or activity on behalf of organizations or individuals having no affiliation with Jackson County government.
  - e. Transmission of material in violation of applicable copy right laws.
  - f. The sending of messages that are likely to result in the congestion of the network or otherwise interfere with the work of others,
  - g. Generation, storage, or transmission of data which is abusive, profane or offensive to a reasonable person,
  - h. Derogatory remarks based on race, religion, color, sex, handicap, or national origin,
  - i. Remarks that are defamatory toward any person,
  - j. Remarks that constitute sexual harassment,
  - k. Remarks that are abusive, profane or offensive to a reasonable person.

#### Violations and Enforcement

- 4. The use of the Internet is a privilege, not a right, which may be revoked at any time for unacceptable use.
- 5. Violations of the County Internet Policy will be evaluated on a case by case basis by the department head. Violations of this policy may result in disciplinary action and may include referral of a case to appropriate authorities for civil or criminal prosecution.



### Considerations

6. Usage will be regulated by the department head, whose responsibility it is to monitor all costs.
7. Providers will be selected based on standard purchasing procedures.
8. Internet services are communication tools, similar to a telephone, mail, interoffice memos or e-mail. Users must consider all available communication tools at their disposal and use the method which is the most efficient and cost effective.

### **RIGHT TO KNOW**

In compliance with Michigan Public Act 80 of 1986, *Right to Know*, the County of Jackson maintains a complete inventory of all chemicals in the workplace including the name and address of the manufacturer.

The location of the notebook(s) containing the chemical inventory and copy of the Material Safety Data Sheets (MSDSs) for each chemical is posted in each workplace.

Employees are to refer to the MSDSs and follow all safety precautions listed (i.e., rubber gloves, protective eye wear, dust masks, etc.)

A copy of the County's policy regarding Right To Know is provided to all employees upon hire.

### **WORK RULES AND REGULATIONS**

All County employees are expected to adhere to the following prohibition of conduct as well as the rules and policies previously mentioned. The list is not intended to be an all-inclusive list of rules of conduct expected of employees. Further, the list may be added to, modified or supplemented by the County Board of Commissioners or your department head.

The purpose of the work rules is to set forth some guidelines for conduct. Violation of the Work Rules and Regulations may result in disciplinary action as reflected in the collective bargaining agreements and as outlined below. The type of disciplinary action will depend upon the circumstances and nature of the violation. Disciplinary action may be one of the following:

1. Oral Warning
2. Written Warning
3. Suspension; or
4. Discharge

Union/association employees have the right to initiate grievance proceedings per the applicable collective bargaining agreement.

The following are some of the County's work rules:

1. PUNCTUALITY. Employees are to be at their work station at the scheduled time for commencement of work.

Non-exempt employees shall be subject to discipline in addition to the docking of pay if they are late more than once a week for a period exceeding six (6) minutes.

2. RECORD OF HOURS WORKED. Employees shall punch a time clock or present an accurate written record of hours of work as required by the supervisor. Employees will not punch another employee's time card, sign another employee's time sheet, or record another employee's time sheet, or record another employee's time in any way.

3. ABSENCE. Employee's absences shall be as authorized and are to be called in and reported per departmental requirements.

Employees shall not have excessive absenteeism.

Employees who find it necessary to leave their job area or sign out early must obtain prior authorization from their supervisor unless in an emergency situation where circumstances warrant the employee leaving and the employee is not able to contact the supervisor.

4. DEPARTMENTAL PROCEDURES. Employees work is to be performed in a satisfactory manner in compliance with departmental procedures.

Employees shall follow the instructions of their supervisors.

5. SOLICITATION. Employees shall not solicit for any reason on County time or property without the prior authorization of their Department Head.

6. PROPERTY. Employees shall take proper care and use of the County's property and other employee's property.

Employees shall use County equipment only in activities authorized by the County.

Employees are to report faulty equipment to their supervisor.

7. CONDUCT AND LANGUAGE. Employees shall conduct themselves in a manner which reflects favorably upon their reputation and the reputation of the County and Courts.

Employees shall not assault fellow employees. Employees shall not assault members of the public.

Employees shall treat fellow employees and members of the public with respect and dignity at all times.

Employees shall not offend the public or use abusive language to members of the public.

8. UNRELATED ACTIVITIES. Employees shall not engage in activities unrelated to the business of the County while on County time.
9. SAFETY RULES. Employees shall adhere to the safety rules of the department.
10. CONFIDENTIALITY. Employees shall not divulge confidential County or Court information to the public or other parties.
11. CONVICTION OF CRIME. An employee that is convicted or pleads guilty or nolo contendere to a felony or a circuit court misdemeanor, or a misdemeanor which results in sentenced jail time excluding traffic misdemeanors shall be subject to disciplinary action.
12. STEALING. Employees shall not steal or attempt to steal.
13. FALSIFICATION. Employees shall not falsify job applications, time records or other records required to be kept by the County or Courts, or make false statements relating to work.
14. GAMBLING. Employees shall not gamble on County property.
15. INTOXICANTS. Employees shall not report to work under the influence of intoxicating beverages, or drink during work hours. Employees shall not have intoxicating beverages on their person or on the premises during their work.
16. WORKPLACE VIOLENCE. Employees shall abide by the provisions of the Workplace Violence Policy.
17. HARASSMENT. Unlawful discrimination or harassment.

## **WAGES**

PAY PERIODS. Employees shall be paid every other Friday.

TIME RECORDS. Bi-weekly time sheets will be completed and signed by the employee and the employee's supervisor/department head verifying hours worked. Use of banked sick leave, paid time off, comp time, or leave of absence time shall be accurately reflected on each time sheet. Time sheets shall be submitted to the Payroll (Administrative Services) Department the Monday prior to the next regularly scheduled pay date.

WAGES. Regular full and part-time union/association employees shall receive wages and fringe benefits as delineated in their respective collective bargaining agreement.

WAGE SHORTAGE/OVERPAYMENT. Shortages in gross pay of more than twenty-five dollars (\$25) shall be corrected by the employer no later than the Wednesday following the Friday pay date. Shortages in gross pay of twenty-five dollars (\$25) or less shall be corrected in the next paycheck. If there is an overpayment of gross wages it shall be corrected in the next paycheck.

OFFICIAL RECORDS. Records of employee hours worked and paid time off, leave of absence, comp time, and banked sick leave used and available shall be maintained by the Payroll department. Questions or possible errors shall promptly be brought to the attention of the Payroll department and/or Department Head in order that they may be clarified and corrected as necessary. For purposes of payment at time of termination, layoff or use of available leave time, records maintained by the Payroll department shall take precedence over personal or departmental records.

## **DIRECT DEPOSIT**

Pursuant to the respective collective bargaining agreements, union/association employees may be required to utilize direct deposit for the payment of all wages and compensation.

Direct deposit may be made to the financial institution of the employee's choice. Deposits can be made into a checking or savings account. Employees will receive a check stub reflecting their pay information. Records of deposit will be as per the policies of the financial institution being utilized.

## **OVERTIME AND COMPENSATORY TIME**

Overtime and compensatory time shall be earned and credited to union/association employees pursuant to the overtime and compensatory time provisions outlined in their respective collective bargaining agreements.

## **LONGEVITY PAYMENTS**

Longevity payments will be made to union/association employees pursuant to the longevity provisions outlined in their respective collective bargaining agreements.

## **PAID TIME OFF**

Paid time off shall be earned and credited to union/association employees pursuant to the paid time off provisions outlined in their respective collective bargaining agreements.

## **BANKED SICK LEAVE**

Banked sick leave is available to union/association employees pursuant to the provisions outlined in their respective collective bargaining agreements.

## **LEAVE TIME SUBSIDY**

Employees experiencing long-term illness or injury may receive leave time subsidies from other County employees pursuant to the following procedures:

1. Leave time subsidy may be requested, in writing, by the Elected Official or Department Head to whom the ill or injured employee reports. Request forms shall be submitted to the Human Resources Director for approval.
2. Leave time subsidies may be requested for long term personal illness or injury of the employee or long term illness or injury of an immediate family member (child, spouse or parent) pursuant to the legal parameters of the Family and Medical Leave Act.
3. Leave time subsidies shall be requested only after an employee has exhausted all of his or her available banked sick leave or paid time off.
4. Once an employee has exhausted all of his or her available time he or she shall be considered to be on unpaid medical leave of absence pursuant to applicable collective bargaining agreements and Board policy. All terms and conditions of unpaid leave shall apply including continuation of insurance benefits for a maximum of three (3) months.
5. An individual utilizing leave time subsidy shall receive the donated time at his or her current rate of pay for a maximum of two hundred (200) hours. After utilization of 200 hours the Human Resources Director shall evaluate an extension of the request.

6. County employees may donate up to a maximum of forty (40) hours of paid time off or banked sick leave to any one individual.
7. Donated time will be documented in writing on an authorization form to be maintained in the employee's personnel file. Upon receipt by Human Resources of the authorization to donate time, the hours will immediately be deducted from the appropriate category and banked for the named employee. Donated time will not be returned nor may the authorization be revoked.

## **FAMILY AND MEDICAL LEAVE PROCEDURES**

**LEAVE ENTITLEMENT.** Jackson County or court employees who have been employed for a minimum of twelve (12) months and worked at least 1250 hours in the past twelve (12) months in a regular full or part-time position may be entitled to unpaid family or medical leave for a period not to exceed twelve (12) weeks in any twelve (12) month period measured forward from the date the employee's first FMLA leave begins. The request should be in writing, must give the reason for the request and must give the expected duration of the leave. The leave may be taken for the following reasons:

- Birth of a child (must be taken within 12 months of the child's birth);
- Placement of a child for foster parenting or adoption of a child (must be taken within 12 months of placement);
- Serious health condition of a spouse, child or parent necessitating care of that individual by the employee; or
- Serious health condition of an employee which makes the employee unable to perform their job functions.

Spouses both employed by the County will be limited to twelve (12) work weeks of leave (combined between the two spouses) if the leave is taken for the birth of a child, the placement of a child for adoption or foster care or to care for a sick parent.

**INTERMITTENT/REDUCED SCHEDULE LEAVE.** Eligible employees may take intermittent or reduced schedule leave under certain conditions. Intermittent leave may be taken for the birth of a child (and to care for such child) and for the placement of a child for adoption or foster care if the employee and the County agree to such a schedule. Leave for a serious health condition may be taken intermittently or on a reduced leave schedule when medically necessary. Employees granted an intermittent leave will be given a schedule which meets the employee's FMLA leave needs without unduly disrupting County operations.

**AUTHORIZATION & MEDICAL CERTIFICATION.** Employees requesting unpaid leave shall complete an *Application for Family or Medical Leave*. The application must be accompanied by a *Certification of Physician or Practitioner*. Forms may be obtained by contacting the Human Resources Department.

Completed applications and medical certifications shall be forwarded to the Human Resources Department for processing. To determine if the leave requested meets FMLA requirements, final approval for unpaid leaves in excess of ten (10) working days for court employees must be granted by the respective Chief Judge and for County employees by the Human Resources Director.

Requests for leave under this policy that are foreseeable must be made not less than 30 days prior to the date the leave is to begin. If the need for leave is not foreseeable and must begin in less than 30 days, the employee must provide such notice as is practicable.

SUBSTITUTION OF PAID LEAVE. An employee is required to use all paid time off, banked sick leave and comp time prior to commencing an unpaid leave under FMLA. Employees on a paid leave (by use of paid time off, banked sick leave, or comp time) will have that time designated to FMLA leave, if the reason for the leave qualifies under FMLA guidelines.

FRINGE BENEFITS. Cafeteria plan benefits including health insurance shall be continued for the length of the FMLA leave (but not to exceed 12 weeks). Employees responsible for payment of a portion of their health plan premium must continue to pay those premiums during FMLA leave. Premium payments will be coordinated by the Human Resources Department.

Employees who fail to pay the required premium within 30 days of the due date, may upon a 15 day notification by the County, to the employee, cease the employee's health insurance coverage, unless the employee pays their portion by the specified time.

Employees shall continue to accrue service credit in the retirement system for a maximum of three (3) months while on an approved, unpaid family or medical leave.

If an unpaid leave extends beyond three (3) months employees will be provided information for continued benefits under COBRA provisions.

If the employee fails to return after the leave has expired due to circumstances within the employee's control, the Employer may recover from the employee any premiums which the Employer paid to maintain medical coverage during the leave.

SENIORITY. Seniority for purposes of paid time off eligibility or wage progressions shall continue to accrue during an approved, unpaid family or medical leave for a maximum of six (6) months.

SECOND OPINION. The Employer reserves the right to require, at the Employer's expense, a second opinion from another health care provider concerning any of the information furnished on the employee's original medical certification. If the second opinion differs from the original certification a third examination may be obtained, at the Employer's expense, by a health care provider jointly approved by the Employer and the employee. The opinion of the third provider shall be final and binding on both the Employer and the employee.

RETURN TO FORMER POSITION. Employees returning from an approved, unpaid family or medical leave of absence of three (3) months or less shall be returned to their former position or to a position equivalent in pay, benefits, and other terms and conditions of employment.

MEDICAL RELEASE TO RETURN TO WORK. Employees on a leave of absence for a serious health condition which makes the employee unable to perform their job functions shall provide the Human Resources Department with a medical release to return to work. Employees on leave of absence for the serious health conditions of a spouse, child or parent, if that individual has an illness which may be contagious, may also be required to provide the Human Resources Department with a medical release to return to work.

## **LEAVE OF ABSENCE**

LEAVES OF ABSENCE WITH PAY. A Department Head may authorize time off with pay to employees in order to permit them to attend school, or in any other approved manner, devote themselves to systematic improvement of the knowledge and skills required in the performance of their work. Leaves of absence with pay, in excess of three (3) days, must have the prior approval of the Department Head and the Administrator/Controller or the respective Chief Judge and Human Resources Director if the employee is an employee of the Courts.

LEAVE WITHOUT PAY. Requests for leave without pay must be submitted in writing and must state the reason such leave is requested. A leave without pay for a period of fourteen (14) calendar days or less may be approved by the Department Head.

Employees will not be granted a leave of absence for purposes of engaging in gainful self-employment or employment with another company, corporation, municipality, etc.

HEALTH AND LIFE INSURANCE. Employees with at least one (1) year seniority, on a leave of absence for illness without pay, shall have their health insurance paid by the Employer for three (3) months and life insurance for three (3) months. After the expiration of the above periods, the employees may continue health and life insurance coverage by making payments therefore.



Employees on a leave of absence without pay for reasons other than illness may continue group health and life insurance benefits by making payments therefore.

No paid time off or holiday pay shall accrue while on leave of absence without pay.

RETURN TO WORK. Employees returning from a leave for injury or illness must have authorization from a physician certifying that they are able to return to work.

### **BEREAVEMENT LEAVE**

UTILIZATION. Union/association employees shall be granted bereavement leave pursuant to the provisions of their respective collective bargaining agreements.

### **RESERVISTS CALLED TO ACTIVE DUTY POLICIES AND PROCEDURES**

WAGES. Employees who are reservists and are called to active duty may use paid time off to supplement their military pay. Upon exhaustion of the employee's paid time off, the County will pay a supplement for a period of three (3) months. The employee, prior to any supplemental wage payment, must provide military orders documenting service commitment and earnings while on active duty to the County. Military pay and wage supplement either from an employee's paid time off or County supplement shall at no time exceed the employee's regular rate of pay.

Any salary increases pursuant to Board of Commissioner action for similarly situated employees who remain employed will be applied to reservists called to active duty in receipt of wage supplement from paid time off or as provided by the County and upon their return to work.

INSURANCE. Medical insurance benefits will be continued while on active duty as long as the employee is supplementing his/her military pay with paid time off. Once an employee has exhausted his/her paid time off, or in the event the employee elected not to utilize paid time off, medical insurance benefits will be continued for a period of three (3) months after which time the employee, current spouse and any dependent children currently covered by medical insurance benefits will be provided with the option of continuation coverage under COBRA. COBRA coverage will not be discontinued for employees or family members covered under the military's insurance plan.

Upon providing notice to the employer of call to duty COBRA information will be promptly forwarded to the employee, spouse and any dependents currently covered by medical insurance benefits. To be eligible for this provision activated military reserve employees must, at the time of activation, be eligible for

coverage under the County's medical insurance plan, and must have been actually participating in the medical insurance plan at the date of their activation.

SENIORITY. Employees called to active duty will continue to accrue seniority. Paid time off will continue to accrue for a period of up to six (6) months.

If the employee has in excess of the number of hours allowed under the carry over provisions reflected under Paid Time Off, excess hours will be paid off on the employee's anniversary date. Use of paid time off by employees on active duty is at the discretion of the employee.

RETIREMENT. The County shall comply with USERRA regarding service credit for reservists.

RETURN TO WORK. Employees eligible for reemployment under USERRA, other than casual or temporary employees, who apply for reemployment after satisfactorily completing active duty will be given the position previously held or a job of like seniority, status and pay.

Application for reemployment must be made in compliance with USERRA.

## **HOLIDAYS**

Union/association employees shall be entitled to paid holidays pursuant to the holiday provisions outlined in their respective collective bargaining agreements.

## **JURY DUTY/COURT LEAVE**

Employees serving on jury duty or subpoenaed to appear in court as a witness shall receive time off with pay provided the employee reimburses the employer the jury pay received less mileage. Jury pay received may be retained if the employee elects to use paid time off while on jury duty. The employee shall return to work daily when released from jury duty.

Employees who appear in court as a plaintiff or defendant, or who serve to profit from civil litigation, shall cover his/her absence with accumulated paid time off or time off without pay.

## **FRINGE BENEFITS HEALTH, LIFE & OTHER INSURANCE**

Fringe benefits are provided to union/association employees pursuant to the fringe benefit provisions outlined in their respective collective bargaining agreements.

## **HEALTH INSURANCE WAIVER**

ELIGIBILITY FOR CASH-IN-LIEU OF INSURANCE. Employees hired prior to 1/1/07 and retirees who retired prior to 1/1/07 may currently elect to opt out of the County's health insurance coverage and receive a cash payment in lieu of health insurance coverage if they are eligible for the County's health insurance coverage and have health insurance coverage through a secondary source, excluding Medicare.

However, employees hired on or after 1/1/07 and retirees who retire on or after 1/1/07 may only opt out of such coverage and receive a cash payment in lieu of health insurance coverage if they are eligible for the County's health insurance coverage and have health insurance coverage through a secondary source, excluding Medicare and excluding County health insurance coverage offered to an employee or retiree spouse.

The amount of the cash payment shall be determined by the Board of Commissioners each year.

In order to waive coverage and receive the cash payment, the employee or retiree must meet the following criteria:

- Must certify and provide proof of health insurance coverage through a secondary source as explained above; and
- Must complete the Health Insurance Waiver form.

TERMINATION OF WAIVER. Should insurance coverage through the secondary source described above be terminated for any reason, the employee or retiree is entitled to terminate the waiver agreement, cease the cash payment and re-enroll in the County's health insurance program provided notification is made to the County's Human Resources Department within thirty (30) days after coverage was lost. Otherwise, employees and retirees may elect to terminate the waiver agreement, cease the cash payment and re-enroll in the County's health insurance program only during an open enrollment period.

## **EMPLOYEE ASSISTANCE PROGRAM**

An Employee Assistance Program (EAP) is available to all full and part-time employees of Jackson County upon hire. The EAP provides confidential assessment and counseling programs to assist, employees and their dependents with any type of personal or family problem.

Employees may call and make their own appointments at no cost to the employee or their dependent. If necessary the EAP will make arrangements for a referral to an appropriate service agency or provider such as self-help groups,

community agencies or private practitioners at the employees expense if not covered by insurance.

EAP assessments and treatment plans are confidential.

Additional information regarding the EAP is available in the Human Resources Department.

## **JACKSON COUNTY EMPLOYEES' RETIREMENT SYSTEM**

Jackson County currently provides a pension plan for eligible regular full time and part-time employees covered by this Personnel Manual. The plans are described in detail in the plan statement which is available from the Pension Coordinator. The terms of the plan statement control the benefits provided there under and the employee's eligibility for benefits.

The County reserves and retains the unilateral right to amend or terminate any benefit, benefit level, employer contribution or benefit plan. This summary is intended solely as a quick reference. An employee's benefits are governed by the plan description and plan documents. In the event any conflict between this summary and the plan documents, the plan documents control.

**MEMBERSHIP.** As a condition of employment, all full-time and part-time employees shall become members of the Jackson County Employee's Retirement System.

**CONTRIBUTIONS.** Both the employer and the employee contribute to the Retirement System. Employer contributions are determined annually by Actuarial Valuation and employee contributions are established by the Board of Commissioners. Union/association employees contribute a percentage of gross annual earnings pursuant to the retirement provisions outlined in their respective collective bargaining agreements.

Upon termination of employment for any reason an employee, by making written application, may withdraw his/her contributions and any interest earned. An employee vested in the retirement system may defer their benefit. Employees deferring their benefit shall become eligible for a pension benefit upon completion of the age and service requirements in force at the time of termination. Additionally, benefits shall be computed based upon the formula in place at the time of termination.

**VESTING.** Employees vest in the Retirement System as outlined in the provisions of the respective collective bargaining agreements.

**BENEFITS.** Union/association employees are eligible for retirement benefits pursuant to the retirement provisions outlined in their respective collective bargaining agreements.

### **EMPLOYER PROVIDED AUTOMOBILES**

Pursuant to the IRS Code, the value of the availability of an employer provided automobile for commuting and other personal use be included in the income of the person using the vehicle and is to be reported on the employee's W-2.

County of Jackson employees, provided with a County owned automobile for business and commuting purposes will have an adjustment made to their income of \$1.50 per one-way commute or \$3.00 per day for FICA, Federal, State and Local withholding purposes if the following criterion are all met:

- The vehicle is used for County business.
- The employee is required to commute to and from work in the vehicle.
- The employee does not use the vehicle for personal reasons other than commuting to and from work.
- The employee is not an elected or other high government official.

### **MILEAGE**

Employees required to use their personal automobile for County business will be reimbursed mileage at a rate as allowed by the IRS and approved by the Board of Commissioners.

### **DEFERRED COMPENSATION**

The County of Jackson's current deferred compensation program is established pursuant to section 457 of the Internal Revenue Code of 1954, as amended.

#### **DEFERRED COMPENSATION PROVIDERS**

- Comprehensive Financial Services
- Nationwide Retirement Solutions
- ING
- Great-West Retirement Services
- AIG/Valic
- ICMA Retirement Corp.

Information regarding provider representatives may be obtained by contacting the Human Resources Department.

**ENROLLMENT.** Employees will be able to enroll in the Deferred Compensation Program(s) of their choice during the calendar year. New employees will be

provided information during their new hire orientation. Contact information on all providers is available on the County's Intranet. Employees are free to contact their preferred provider(s) at any time. All full and part-time employees are eligible to participate in the Deferred Compensation Program(s) of their choice.

DEFERRAL LIMITATION. Contribution limits are the less of (1) 100% of taxable compensation after reductions for 457 deferrals or (2) the dollar amount in effect each year as set by the Internal Revenue Service. Designated deductions will be made each pay period. Employees may cancel their deductions at any time. Contact the Human Resources Department for specific annual dollar maximums.

CHANGES. Changes in deduction amounts, beneficiaries, address, etc. may be made by contacting the Human Resources Department or the provider and completing the appropriate forms.

TAXES. Money that is deferred has no Federal, State or local taxes withheld at the time of deferral. However, FICA (Social Security) and retirement are withheld. Deferred monies are taxed at the time of withdrawal.

WITHDRAWALS. Deferred monies may be withdrawn only under the following circumstances.

- Retirement,
- Termination of employment with Jackson County, or
- Permanent and total disability,
- Death (benefits are paid to designated beneficiary), or
- Severe financial hardship as determined pursuant to IRS guidelines.

Employees requesting hardship withdrawals shall make their request to the appropriate provider who will apply the financial hardship provisions of the Internal Revenue Service Code guidelines and make a recommendation to the County regarding the application for withdrawal.

INFORMATION REGARDING INTEREST RATES AND INVESTMENTS. Information regarding current interest rates and types of investments may be obtained by contacting individual provider representatives. For further details contact the Human Resources Department.

The County reserves and retains the unilateral right to amend or terminate any benefit, benefit level, employer contribution or benefit plan. This summary is intended solely as a quick reference. An employee's benefits are governed by the plan description and plan documents. In the event of any conflict between this summary and the plan documents, the plan documents control.

## **FLEXIBLE SPENDING ACCOUNTS**

Flexible spending accounts for dependent care and medical reimbursement are currently established to allow employees to pay for dependent care and unreimbursed medical, dental and optical expenses not covered by insurance carriers with pre-tax dollars.

The flexible spending account shall be managed by a third party administrator so named by the Board of Commissioners and employee eligibility and account management shall be pursuant to the plan document developed in accord with the Internal Revenue Service Code.

All full and part-time employees may elect, at the commencement of a plan year, or at the time of eligibility for new employees, to have a specific amount of pretax dollars deducted from their paycheck each pay period. The monies go into a reimbursement account and, with the submission of a receipt for qualified dependent care or medical expenses, the employee is reimbursed from the account.

Once an account is open the third party administrator will monitor the accounts and provide regular reports to the employer and the employees. For further details contact the Human Resources Department.

The County reserves and retains the unilateral right to amend or terminate any benefit, benefit level, employer contribution or benefit plan. This summary is intended solely as a quick reference. An employee's benefits are governed by the plan description and plan documents. In the event of any conflict between this summary and the plan documents, the plan documents control.

## **GRIEVANCE PROCEDURE**

Union/association employees are provided a grievance procedure pursuant to provisions outlined in their respective collective bargaining agreements.

## **WORKERS' COMPENSATION REPORTING ON-THE-JOB INJURY/ILLNESS**

Employees are to immediately notify their supervisor and/or the Human Resources Department of any work related injury or illness. A report is to be made whether or not the injury/illness necessitates first aid or medical treatment.

So that an incident report can properly be filed the following information will be required:

- Name of injured or ill employee
- Department and position (e.g., Dept. on Aging, Cook)

- Date of injury/illness
- Location of injury/illness (e.g., kitchen)
- Part of body affected (e.g., right forearm)
- Cause of injury/illness (e.g., splashed hot soup while stirring)
- Nature of illness/injury (e.g., burn)
- Name and address of doctor/medical facility

Employees requiring medical treatment are to contact the Human Resources Department so that an appropriate medical referral can be made. The Human Resources Department can verify with the physician or the treating facility that the incident is work related and direct the billing appropriately. Employees who find it necessary to go to the hospital emergency room or other immediate treatment facility should not use their insurance card.

The County of Jackson is self-insured for purposes of Workers' Compensation. The County contracts with an outside firm which administers the self-insurance program on behalf of the County and determines with input from the County and pursuant to the Workers' Disability Compensation Act, whether or not an employees' injury/illness is compensable. In cases where a determination is made not to pay a claim a "*Notice of Dispute*" is filed and the employee is copied. Employees may appeal disputed claims to the Bureau of Workers' and Unemployment Compensation in Lansing.

Employees determined to have a compensable injury/illness and off work for less than seven (7) days will be required to use paid time off and/or banked sick leave time.

Employees determined to have a compensable injury/illness and off work for seven to fourteen (7-14) days will be required to use paid time off and/or banked sick leave for the first seven (7) days and will receive workers' compensation for all days missed commencing with the eighth (8<sup>th</sup>) day.

Employees determined to have a compensable injury/illness and off of work for fourteen (14) or more days will be paid workers' compensation for all work days missed.

**BANKED SICK LEAVE.** Banked sick leave may be utilized to supplement workers' compensation, an amount which when combined with workers' compensation benefits, does not exceed the employee's regular take home pay at the time of injury.

**PAID TIME OFF.** Paid time off may be utilized to supplement workers' compensation, an amount which when combined with workers' compensation benefits, does not exceed the employee's regular take home pay at the time of injury/illness.



An employee absent from work and receiving workers' compensation who has in excess of the maximum hours allowed for carry over under paid time off procedures shall be paid for those excess hours on their anniversary date. There will be no accrual of paid time off while an employee is absent from work and receiving workers' compensation.

LEAVE TIME AND COMPENSATION PAYMENT. Employees utilizing banked sick leave or paid time off prior to receiving workers' compensation payments or for an injury later determined to be work related and for which compensation is paid shall reimburse the employer for payment received in excess of the employee's regular rate of pay at the time of injury/illness. Leave time equivalent to the monies reimbursed will be re-credited to the employee. No employee shall receive payments in excess of his/her regular take home pay at the time of injury/illness.

HEALTH AND PRESCRIPTION COVERAGE. Health and prescription coverage will continue for one (1) year from date of injury/illness. An employee wishing to continue their coverage after the one year period may do so by making premium payments on a monthly basis through the Human Resources Department. Health and prescription coverage will be reinstated once the employee returns to their pre-injury/illness regular work schedule.

LIFE INSURANCE. Life insurance coverage will continue for one (1) year from date of injury and receiving workers' compensation benefits.

RETIREMENT. Service credit continues to accrue while an employee is absent from work and receiving workers' compensation benefits.

RATE OF PAY. An employee on workers' compensation continues to receive workers' compensation benefit payments based upon the rate of pay they were receiving at the time of injury/illness.

LONGEVITY. Longevity payments to union/association employees will be paid pursuant to the provisions of their respective collective bargaining agreements.

ACCRUAL OF SENIORITY. Union/association employees on workers' compensation continue to accrue seniority and length of service pursuant to the provisions of their respective collective bargaining agreements.

### **LAYOFF POLICIES AND PROCEDURES**

BANKED SICK LEAVE. No payment at time of layoff. Union/association employees shall be paid for unused sick leave pursuant to their respective collective bargaining agreements.

PAID TIME OFF. Payment at seventy-five percent (75%) at time of layoff for paid time off days accrued. Payment will be issued next regular payroll following the date of layoff. There will be no accrual of paid time off while on layoff.

CAFETERIA PLAN. Upon layoff, cafeteria plan benefits including medical, prescription, dental and vision coverage will cease on the date of layoff. Per COBRA legislation, employees on layoff are eligible to continue group coverage for eighteen (18) months by making premium payments through the Human Resources Department. Short and long term disability coverage will cease on the date of layoff.

LIFE INSURANCE. Life insurance coverage will cease on the date of layoff. Conversion to an individual policy may be done within the following thirty (30) days.

RETIREMENT. Service credit will not accrue during layoff. Employee contributions cannot be withdrawn upon layoff. Upon separation from service, contributions, including interest earned, may be withdrawn by filing a written request for same.

RATE OF PAY. If an employee terminates while on layoff, they will be paid off at the rate of pay they were earning at the time of layoff.

LONGEVITY. Longevity payments to employees will be made pursuant to provisions outlined in the respective collective bargaining agreements.

BUMPING. Union/association employees may have the right to bump into another position pursuant to the provisions of their respective collective bargaining agreements.

WAIVER OF SENIORITY. If a union/association employee elects to waive seniority rights and accept a layoff, he/she may not arbitrarily bump at a later date. He/she must wait until such time as he/she is recalled.

ACCRUAL OF SENIORITY. Union/association employees with less than one (1) year of seniority will accrue seniority for a period of time up to length of seniority they had at the time of layoff.

Union/association employees with more than one (1) year of seniority at the time of layoff will accrue seniority for a period of up to eighteen (18) months.

### **NEPOTISM**

The County of Jackson permits the employment of qualified individuals who are related to current employees and elected officials as long as such employment does not create a supervisory-subordinate relationship. For purposes of this

policy "relative" is defined as a spouse, child, step-child, foster child, parent, step-parent, foster parent, brother, step-brother, sister, step-sister, grandparent, grandchild, parent-in-law, or any other individual that is a member of the employee's household which the employee is financially responsible for. All applicants are considered on the basis of their qualifications and are not given preferential consideration based on their relationship to current employees.

- Employees who marry while employed, shall be treated in accordance with these guidelines. If a supervisory/subordinate relationship occurs as a result of the marriage, every effort will be made to transfer one of the employees at the earliest practicable time. If the married employees and the County are unable to reach a mutual agreement as to which employee should be transferred, the employee with the most recent date of hire shall be transferred if possible. In the event the transfer cannot be made within ninety (90) days, the employee with the least seniority shall be terminated.

This policy applies to all categories of employment including full and part-time, temporary, casual or seasonal classifications.

### **TERMINATION OF EMPLOYMENT**

Employees resigning or retiring from the County of Jackson shall submit a written statement indicating the effective date of retirement or resignation. The appropriate elected official or department head shall be authorized to accept the offer of resignation or retirement on behalf of the County of Jackson.

Upon acceptance of the offer of resignation/retirement, the elected official/department head may proceed to replace or restructure as directed by the Board of Commissioner action.

### **DEFINITIONS**

- *Resignation.* Notice given to end the employee employer relationship with the County of Jackson. Employees terminating their relationship shall be considered to have resigned even if deferring their interest in the Jackson County Employees' Retirement System.
- *Retirement.* Notice given to end the employee employer relationship and begin drawing a pension benefit from the Jackson County Employees' Retirement System.
- *Last Day of Work.* For the purposes of establishing a retirement date an employee's last day of work shall be the last day paid whether for time worked or for utilization of sick leave or paid time off.

**PROCESS.** Employees shall submit written notice to resign or retire from the County of Jackson to their department head. An exit interview will be generated by the Human Resources Department upon receipt of the notice. Exit interviews

are to be completed by the employee and their department head or his/her designee or a representative of the Human Resources Department. An employee may not rescind his/her resignation or retirement once it has been formally accepted unless the revocation is agreed upon by both parties.

Employees shall give a minimum of two (2) weeks notice unless extenuating circumstances exist. Notice must be approved by the department head or Human Resources Director, if the resignation is submitted by a department head. Notice shall indicate last day of work.

### **EXIT INTERVIEW**

Upon termination a status change will be generated and the employee will receive payment for available and accrued paid time off and banked sick leave pursuant to provisions outlined in their respective collective bargaining agreements.

Payment for employee contributions to the Jackson County Employees' Retirement System and interest earned and credited will be made pursuant to policies and procedures adopted by the Retirement System Board of Trustees.

An exit interview will be provided for completion by the employee and department head or Human Resources. Appropriate information regarding COBRA provisions will be provided with the exit interview.

### **RIGHT TO CONVERT FROM GROUP LIFE INSURANCE**

Conversion from group life insurance to an individual life insurance policy may be made due to voluntary or involuntary termination of employment, reduced working hours or layoff. The conversion is described in the Individual Group Life Insurance Plan booklets.

Any individual policy may be obtained per the requirements of the insurance company.

The cost of the individual life insurance policy depends on individual variables such as age and will be determined at the time of conversion.

Forms for conversion are provided at the time of termination, reduction in hours or layoff. Payment for this policy is the responsibility of the employee.

### **EMPLOYEE RIGHT-TO-KNOW**

An employee's personnel file of record is maintained in the County's Human Resources Department, 5<sup>th</sup> Floor, County Tower Building, 120 West Michigan Avenue. Pursuant to the *Bullard-Plawecki Employee Right-to-Know Act*,

employees may review their personnel file during working hours and may obtain copies of information obtained in the file. A fee, limited to the actual cost of duplicating the record, may be charged for providing copies.

Personnel records kept by the County shall contain information used to determine an employee's qualifications for employment, promotions, transfers, compensation and disciplinary information.

The following information is not open for review as part of the personnel record:

- Employee references supplied to the County identifying the person making the reference.
- Information regarding more than one employee.
- Medial reports and records available to the employee from other sources.
- Records limited to grievance investigations kept separately.
- Notes kept by supervisory personnel which remain solely in the possession of the maker of the record and are not seen by anyone else.

If an employee disagrees with information contained in their personnel file they may submit a written statement which becomes a permanent part of the file explaining their position.

The County is not normally required to notify an employee when transmitting personnel records to a third party. When divulging information regarding disciplinary reports, letter of reprimand or other reports of disciplinary action, written notice, mailed on or before the day the information is transmitted, will be given to the employee.

### **HEALTH CARE CONTINUATION**

Employees not eligible for pension benefits through Jackson County who terminate employment may elect to continue their insurance coverage pursuant to the Consolidated Omnibus Budget Reconciliation Act (COBRA) by making monthly payments through the Human Resources Department. COBRA information is mailed to the terminated employee's home address.

### **INFORMATION REQUESTS**

Contact the Human Resources Department regarding:

- Beneficiary changes (life/retirement)
- Cafeteria Plan
- Cash payment in lieu of health insurance
- Deferred compensation
- Drug free workplace
- Employee Right to Know

- Employee Assistance Program
- Flexible Spending Accounts
- Health insurance continuation
- Immigration reform and control
- Layoff policies and procedures
- Leaves of absence
- Life insurance
- Material Safety Data Sheets (MSDS)
- Personnel file
- Risk management/safety issues
- Harassment/Sexual Harassment Policy
- Short and long term disability insurance benefits
- Smoking in public places
- Vacant positions
- Work rules
- Workers' Compensation
- Workplace Violence Policy
- Purchase of Universal Credited Service
- Paid Time Off

Contact the Pension Coordinators Office regarding:

- Pension benefit estimates
- Refunds of accumulated contributions
- Retirement applications
- Rollovers
- Deferred Retirement Option Plan (DROP)
- Year and/or life-to-date pension contributions

**AMENDMENT NO. 5 TO THE COUNTY OF JACKSON AMENDED AND RESTATED  
SECTION 125 CAFETERIA PLAN**

Amendment No. 5 to the County of Jackson Amended and Restated Section 125 Cafeteria Plan (the "Plan") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

1. Section 1.8 of the Plan is amended in its entirety, effective immediately, to read as follows:

1.8 **"Dependent"** generally means a Participant's Spouse and any person who is a dependent of the Participant within the meaning of Code Section 152, as modified by Code Section 105(b) and Section 106 and the regulations and other authority thereunder. For purposes of Sections 1.10 and 1.11 and Article 6, "Dependent" means any individual who is either a dependent of the Participant (who is a qualifying child within the meaning of Code Section 152) who is under the age of 13, or a Participant's spouse or dependent (as defined in Code Section 152, determined without regard to subsections (b)(1), (b)(2), and (d)(1)(B)) who is physically or mentally incapable of caring for himself or herself and has the same principal place of abode as the Participant for more than one-half of such taxable year. In circumstances of divorced or legally separated parents (or parents who live apart at all times during the last six months of the calendar year), a child as provided above and in Code Section 152(e) and Section 21(e)(5) will be the "Dependent" of the parent having custody for the greater portion of the calendar year. It is the intent of this provision to comply with the provisions of ERISA Section 609(c). Notwithstanding the foregoing, the Plan will provide benefits in accordance with the applicable requirements of any QMCSO, even if the child does not meet the definition of "Dependent."

2. Section 1.10 of the Plan is amended in its entirety, effective immediately, to read as follows:

1.10 **"Dependent Care Expenses"** are expenses that are considered to be employment-related expenses under Code Section 21(b)(2), are incurred by a Participant for the care of a Dependent of the Participant or for related household services, are paid or payable to a Dependent Care Service Provider, and are incurred to enable the Participant to be gainfully employed for any period for which there are one or more Dependents with respect to the Participant. Dependent Care Expenses shall not include expenses incurred for services outside the Participant's household for the care of a Dependent, unless the Dependent is a Dependent as defined in Code Section 152(a)(1) and is under the age of 13, or the Dependent regularly spends at least eight hours each day in the Participant's household. Dependent Care Expenses do not include amounts payable to the Participant's spouse, to the parent of the Participant's Dependent child under age 13, to an individual for whom the Participant or his or her spouse may claim an exemption under Code Section 151(c), or to the Participant's child under the age of 19 at the end of the year in which Dependent Care Expenses are incurred. Dependent Care Expenses are incurred at the time the services to which the expense relates are rendered, regardless of when the Participant is charged for the services.

3. Section 1.11 of the Plan is amended in its entirety, effective immediately, to read as follows:

1.11 **"Dependent Care Service Provider"** means a person who provides care or other services for the care of a Dependent of the Participant and related household services, but shall not include a dependent care center (as defined in Code Section 21(b)(2)(D)), unless the requirements of Code Section 21(b)(2)(D) are satisfied and shall not include a related individual described in Code Section 129(c), Code Section 21 and the regulations thereunder.

4. Section 1.31 of the Plan is amended in its entirety, effective immediately, to read as follows:

1.31 **"Qualifying Medical Care Expenses"** means expenses incurred by a Participant, or by the spouse or Dependent of the Participant, for medical care as defined in Code Section 213(d), including, without limitation, amounts paid for hospital bills and drugs, but only to the extent that the Participant or other persons incurring the expense are not reimbursed for the expense through insurance or otherwise. If only a portion of the Medical Care Expense has been reimbursed elsewhere, the Plan may reimburse the remaining portion of the expense if it otherwise meets this definition. Furthermore, a Participant may not be reimbursed for "qualified long-term care services" as defined in Code Section 7702B(c). With the exception of advance payments for orthodontia, Qualifying Medical Care Expenses are incurred at the time the services to which the expense relates are rendered, regardless of when the Participant is charged for the services.

5. Section 5.1 of the Plan is amended in its entirety, effective January 1, 2008, to read as follows:

5.1 **Benefit Options.** Subject to the limitations set forth in this Plan, a Participant may elect to purchase the following benefits through salary reduction under this Plan:

(a) The Employee portion of the cost of the particular type of medical, dental, vision, prescription drug and disability coverage elected by the Participant for the Participant and/or the Participant's Dependents, as described in the benefit booklets distributed with respect to each separate benefit plan. (Participants may also use Individualized Benefit Plan Dollars to purchase the medical, dental, vision, and prescription drug benefits). While the election to receive these optional benefits may be made under this Plan, the benefits will be provided by the separate plan or plans sponsored by the Employer offering the benefits described. The types and amounts of benefits available, the requirements for participating, and the other terms and conditions of coverage and benefits are set forth in those plans.

(b) Dependent Care Assistance Benefits pursuant to Article 6.

(c) Medical Expense Reimbursement Benefits pursuant to Article 7.



Executed on the date first written above.

**County of Jackson**

By: \_\_\_\_\_  
Randall W. Treacher,  
Acting County Administrator/Controller

Amendment No. 5 to the  
County of Jackson Amended and  
Restated Section 125 Cafeteria Plan

Drafted By:  
Elizabeth H. Latchana, Esq.  
Fraser Trebilcock Davis & Dunlap, P.C.  
124 West Allegan, Suite 1000  
Lansing, Michigan 48933  
(517) 482-5800

## **County of Jackson**

### **Resolution (10-07.36)**

#### **Adopting Amendment No. 5 to the County of Jackson Amended and Restated Section 125 Cafeteria Plan**

**RESOLVED**, that Amendment No. 5 to the County of Jackson Amended and Restated Section 125 Cafeteria Plan ("Amendment") is adopted in the attached form, effective as of the dates contained therein.

**RESOLVED FURTHER**, that Randall W. Treacher, Acting County Administrator/Controller, is authorized and directed on behalf of the Company to execute all documents that are necessary for the formal adoption of the Amendment.

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James E. Shotwell, Jr., Chairman  
Jackson County Board of Commissioners  
October 16, 2007

## County of Jackson Budget Adjustments

FUND	DEPT	ACCT	SUB	ACCOUNT DESCRIPTION		CURRENT BUDGET	INCREASE	DECREASE	AMENDED BUDGET
245	208	675	020	Vineyard Lake Project		11,583.00	35,000.00		46,583.00
				Revenue Totals		11,583.00	35,000.00	0.00	46,583.00
245	208	931	083	Vineyard Lake Project		11,583.00	35,000.00		46,583.00
				Expense Totals		11,583.00	35,000.00	0.00	46,583.00
				Total Revenue Over Expenses					0.00

DESCRIPTION OF ADJUSTMENT	
Jackson County Parks Association donated \$35,000.00 to the Vineyard Lake Project and for no other use.	

DEPT HEAD/date

BUDGET DIR/date

COMMITTEE/date

ADMINISTRATOR/date

**JACKSON COUNTY  
PROPOSED CARRYOVERS FOR 245208  
PARKS PIB  
2007**

<b>OTHER PROJECT EXPENSE</b>		<b>CARRYOVER</b>
Tuckpointing	931005	5,000
Parks refrigerated coolers	931010	9,500
Parks Walkway	931072	4,249
Horton Park	931075	4,346
Falls Project Museum	931076	1,127
Lime/Grass Lake Boat Laur	931078	671
Vineyard lake	931083	11,583

**JACKSON COUNTY CIRCUIT-FAMILY-PROBATE COURTS**  
**OFFICE OF COURT ADMINISTRATOR**  
**312 SOUTH JACKSON STREET**  
**JACKSON, MICHIGAN 49201**  
(517) 768-8565 FAX:(517) 788-4623  
Charles M. Adkins, Court Administrator

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**TO:** Randy Treacher  
**FROM:** Charles M. Adkins *cmf*  
**DATE:** Sept. 28, 2007  
**RE:** Budget Adjustment Request

As noted previously, we are now asking for a budget adjustment to several line numbers within the 230 attorney budget account.

We are estimating a budget adjustment of \$205,000 for the 2007 public defender line item # 101230-800207. This estimate includes the unbilled cases, and the monthly draw figures, including adjustments for unused prior year amounts. The current total budget is \$669,000, and expenses of \$577,984 as of Aug. 31, 2007. The public defender budget totals for 2005 were; \$753,571.12, and 2006 were: \$890,083.75.

We are also estimating a budget adjustment of \$10,000.00 for the 2007 public defender appeal line item # 101230-800020. The current budget is \$80,000.00, and expenses of \$60,143.66 as of Aug. 31, 2007. The public defender appeal expenses for 2005 were: \$69,795.47, and 2006 were: \$91,482.42.

The new public defender contract took effect July 23, 2007. It will be several more months to accurately realize the cost savings.

**REGISTER OF DEEDS OFFICE  
JACKSON COUNTY, MI  
120 W. Michigan Ave.  
Jackson, MI 49201  
Phone (517) 788-4350  
Fax (517) 788-4686  
[www.co.jackson.mi.us/rod](http://www.co.jackson.mi.us/rod)**

**Mindy Reilly  
Register of Deeds**

**Mona Webb  
Chief Deputy**

The following are budget adjustments that need to be done for the Register of Deeds office. I am very sorry to say that we need to **decrease** our revenue by \$139,850.00. This is the first time in a long time that I have had to show a decrease, I have been coming to you around this time with increases not decreases.

I am also show adjustments in expenses also.

**A) Revenue Adjustments;**

1) 625000 County Transfer Tax	-39,000.00
2) 634000 Recordings	-100,000.00
3) 643140 Title Company	- 500.00
4) 685010 Admin Reimb.	<u>+ 350.00</u>
Total	-139,850.00

**B) Expense Accounts Adjustments;**

1) 728000 Printing	- 500.00
2) 729000 Postage	- 600.00
3) 728500 Image/Microfilm	-1,000.00
4) 850000 Telephone	<u>-3,000.00</u>
	-5,100.00

**C) Contingency -134,750.00**

If you have any questions please feel free to get in touch with me.

Mindy  
Jackson County  
Register of Deeds

**From:** Marge Teske  
**To:** Treacher, Randy  
**Date:** 9/11/2007 9:43:07 AM  
**Subject:** Re: gun grant

Org Key 101233 - Safe Neighborhoods Initiative

705500 - Casual wages.....70,000  
861100 - Professional Development.....2000  
978000 - Capital Equipment.....1000  
730000 - Office supplies.....1000  
959000 - Miscellaneous.....1000

We'll probably use ½ each year.  
Cash received.....101233-555000

>>> Randy Treacher 9/11/2007 8:55 AM >>>  
thanks Marge but how much in each line?

>>> Marge Teske 09/11/07 8:30 AM >>>  
These are the codes we used previously in 2005-2006:

Org Key 101233 - Safe Neighborhoods Initiative

705500 - Casual wages  
861100 - Professional Development  
978000 - Capital Equipment  
730000 - Office supplies  
959000 - Miscellaneous

Equipment in excess of \$1,000 would be budgeted in Fund 402 Equipment Fund

>>> Randy Treacher 9/10/2007 8:14 PM >>>  
what object code(s) do you want the expense to be coded to?

>>> Marge Teske 09/10/07 1:26 PM >>>  
Randy,  
I'm sending this info to you per Sharon Hubbell.

We have received a new grant contract in the amount of \$75,000 for July 1,  
2007 - June 30, 2008 from;

Detroit Community Justice Partnership  
7800 W. Outer Drive  
Detroit, MI 48235  
313 794-5546  
313 794-5550 fax  
[www.dcjp.org](http://www.dcjp.org)

Tamela R. Aikens  
Executive Director

Let me know if you need further.

Margie

**CC:** Hank Zavislak



# Region 2 Planning Commission



August 22, 2007

TO: Randy Treacher, Acting Administrator/Controller

FROM: Charles Reisdorf, Executive Director *cer*

SUBJECT: Restoration of R2PC Budget

The purpose of this memo is to request restoration of the R2PC FY07 budget to the amount of \$55,340. Apparently confusion surfaced with your receipt of our dues billing in the amount of \$42,774 which was sent to your attention on September 28, 2006.

For the past several years the allocation requested from Jackson County, and received by the R2PC, has been \$55,340. This amount exceeds the dues because the level of services provided to the County from Commission staff exceeds the portion of the dues returned to Jackson County in services.

We appreciate your attention to our request. Funding at the \$55,340 level will help us reduce our receivables for planning services provided during 2006, as well as services which have been provided during the current fiscal year.

Please call if you have any questions.

**RECEIVED**

AUG 22 2007

JACKSON COUNTY  
ADMINISTRATOR'S OFFICE

120 West Michigan Avenue • Jackson, Michigan 49201 • ☎ (517) 788-4426 • 📠 (517) 788-4635

County Affairs  
Motions

October 16, 2007

1. Motion: Appoint one public member to the Department of Human Services, term to 1/2010
2. Motion: Appoint one public member with agricultural interest to the Agricultural Preservation Board, term to 6/2009
3. Motion: Appoint one public member with agricultural interest to the Agricultural Preservation Board, term to 6/2010
4. Motion: Appoint one public member (Democrat) to the Board of County Canvassers, term to 10/2011
5. Motion: Appoint one public member (Republican) to the Board of County Canvassers, term to 10/2011
6. Motion: Appoint one Commissioner member to the Land Bank Authority, term to 10/2011
7. Motion: Approve MDOT Sponsor Contract – Purchase of Wetland Credits Runway Safety Project Area
8. Motion: Approve Resolution (10-07.41) Authorizing the County Board of Commissioners Chair, James E. Shotwell, Jr., to sign MDOT Contract #2008-0022 (Federal Project #B-26-006-0606) for Purchase of Wetland Mitigation Bank Credits for Runway 7-25 Safety Area Project
9. Motion: Recommendation to Start Trial Against Road Commissioner Elwin Johnson

Commissioner Board Appointments – October 2007

<u>BOARD</u>	<u>NEW TERM EXPIRES</u>	<u>CURRENT MEMBER</u>	<u>APPLICANTS</u>	<u>COMMITTEE RECOMMENDED APPOINTMENTS</u>
<u>Department of Human Services</u>				
1) One public member	10/2010	Ron Markowski	Ron Markowski Sandra Marsh	Sandra Marsh
<u>Agricultural Preservation Board</u>				
1) Two public members with agricultural interests	6/2009 6/2010	n/a n/a	Alan Southworth James Wardius Rebecca Lozuaway JuliAnne Kolbe	2009-JuliAnne Kolbe 2010-Rebecca Lozuaway
<u>Board of County Canvassers (<i>Roll Call</i>)</u> (Nominees provided by political parties) <i>*Indicates party recommendation</i>				
1) One Democrat	10/2011	Kim Justin	Kim Justin* Lou Adams Janelle Sadler	Lou Adams
1) One Republican	10/2011	Dennis Rowlison	Roger Warren* Joan Spicer Peter Langley	Roger Warren
<u>Land Bank Authority</u>				
1) One Commissioner Member	10/2011	Mike Brown	Mike Brown	Mike Brown

# COUNTY OF JACKSON

## POLICY MANUAL

Policy No.  
5280

### ADMINISTRATIVE

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## SPONSORSHIP OF COUNTY BUILDINGS AND GROUNDS

### PURPOSE

The purpose of this Administrative Policy is to define the process and conditions for sponsorship of County buildings and grounds. It is integral to this policy that all County Departments, Boards, Committees, and Agencies recognize that all County buildings and grounds are owned and controlled by the Board of Commissioners who reserve the exclusive right to establish rules and regulations regarding the sponsorship or naming of buildings and grounds.

### GENERAL

The Administrator/Controller must be contacted by the appropriate Department, Board, Committee, or Agency whenever it is expected that this policy may become applicable to an action by that body. The Administrator/Controller will then coordinate the necessary action to inform and receive the concurrence of the Board of Commissioners.

### PROCESS AND REGULATIONS

1. The Airport, Fair, and Parks Boards will be responsible for making recommendations directly to the Board of Commissioners (subsequent to the conditions in General above).. All other requests will first be considered by the appropriate Standing Committee and then the Board of Commissioners.
2. No sponsorship will exceed the period of ten (10) years.
3. Any Department, Board, Committee, or Agency considering a sponsorship arrangement is encouraged to solicit proposals so as to obtain the largest number of options and the best financial arrangement for the County.
4. The Board of Commissioners recognizes that in certain circumstances an agent may be used to solicit a sponsor. The County will receive only the net amount of the contract. In the interest of full disclosure, any fees paid to a solicitor will be paid by the sponsor directly to the solicitor with the condition that the amount paid to the solicitor be disclosed in the sponsorship contract with the County.

Adopted:  
Revised: